



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **FBT Architects**, a New Mexico corporation ("Consultant"), to be effective for all purposes May 2, 2018.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 18-39 (the "RFP") on February 25, 2018, requesting proposals for Design Services for a "Kiddie" Pool Addition to the LAC Aquatic Center, as described in the RFP; and

WHEREAS, Consultant timely responded to the RFP by submitting a response dated March 21, 2018 ("Consultant's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Consultant was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on May 1, 2018; and

WHEREAS, Consultant shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Consultant agree as follows:

SECTION A. SERVICES: Consultant shall provide Design Services for the Kiddie Pool addition to the Los Alamos County Aquatics Center located at 2760 Canyon Road, Los Alamos, New Mexico, as follows:

1. **Design Phases:** Each design phase shall occur only after County's design review and comment periods, and written approval to proceed to the next phase. Consultant shall maintain the project goals as detailed in Exhibit "A." Design services shall include the following:
 - a. **Phase I – Schematic Design**
 - (1) Consultant shall develop a Preliminary Design including a programming document with stakeholders for review and approval. Stakeholders include the Parks and Recreation Board, Aquatic Center Advisory Subcommittee, Art in Public Places Board along with County operations and maintenance staff.
 - (2) Consultant shall perform a geo-technical survey of the building site including borings and shall deliver a report of those findings and recommendations to County.
 - (3) Consultant shall present to and obtain approval from the Planning & Zoning Commission and Los Alamos County Inter Departmental Review Committee

- (IDRC) that includes the Planning and Zoning, Community Development, Traffic, Utilities, Environmental Services, Engineering, and Fire Departments.
- (4) Consultant shall provide design specialty services including civil engineering, grading and drainage, landscape design, telecommunications design, security and access control design.
 - (5) Consultant shall provide design solutions for snow and ice dams as well as storm water drainage from existing building's sloped roof that will drain onto the roof of the addition.
 - (6) Consultant shall conduct one (1) public information meeting as part of a regularly scheduled Parks and Recreation Board meeting reflecting the Schematic Design with a presentation of simple floor plans and perspective sketches.
 - (7) Consultant shall present two (2) options for the heating, ventilation and air conditioning system (HVAC) which shall include:
 - (a) a simple life cycle cost analysis; and
 - (b) upon County selected system, provide a basis of design.
 - (8) Consultant shall present to County best value design options considering initial costs and lifecycle costs for the building and the systems consistent with the Leadership in Energy and Environmental Design ("LEED") process.
 - (9) On or before July 15, 2018, Consultant shall develop and deliver the final Schematic Design documents as per the Project Schedule set out in Exhibit "C," attached hereto and made a part hereof for all purposes.
 - (10) The Final Schematic Design deliverables shall include at a minimum:
 - (a) Preliminary Design including a programming document. Final conceptual design developed from the County stakeholder meetings.
 - (b) A geo-technical survey report with findings and recommendations.
 - (c) Schematic Design Documents including drawings and other documents including a site plan, preliminary building plans, sections and elevations that may include a combination of study models and perspective sketches. Preliminary selection of major building systems, and construction materials shall be noted on the drawings or described in writing.
 - (d) Estimate of probable construction cost.
 - (e) A comparison of simple life cycle costs for two (2) HVAC systems, as required in Section A(1)(a)(8) above, and provide a basis of design for County's selected HVAC system.
 - (f) Submittal to County IDRC.
 - (g) Presentation materials for the public information meeting required in A.1.a.(6) above, including simple floor plans and perspective sketches.

b. Phase II – Design Development

- (1) In accordance with Exhibit "C," Consultant shall produce 60% and 90% Design Plans and specifications to County.
- (2) Consultant shall submit plans and conduct design plan reviews with County engineering, operations and maintenance staff including the Building Official and Fire Marshal for the 60% and 90% phases of design plan development.
- (3) Consultant shall conduct one (1) public information meeting during this Phase II, with a presentation reflecting the current design features with simple floor plans and perspective sketches.

- (4) Consultant shall conduct planning meetings for the building envelope design to include County engaged commissioning agent and County staff. Careful attention must be made to the envelope design to meet project goals.
- (5) From Design Development forward, Consultant shall participate in a peer review of Consultant's design. Peer reviews shall be conducted by the commissioning agent hired by County. This is planned to be performed as part of the commissioning process.
- (6) Consultant shall provide an estimate of probable construction cost from a professional estimator that includes input to reflect current market pricing at 60% and 90% phases of design plan development.
- (7) On or before October 2, 2018, Consultant shall develop and deliver the final Design Development documents as per the Project Schedule set out in Exhibit "C," attached hereto and made a part hereof for all purposes.
- (8) Design Development deliverables shall include as a minimum:
 - (a) 60% Design Plans shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and layouts of the building systems. The plans shall establish the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other elements. The Design Development Documents shall also include outline specifications for major materials and systems and establish in general their quality.
 - (b) 90% Design Plans shall consist of drawings and specifications setting in detail the quality levels and performance criteria of materials and systems and other requirements for the construction.
 - (c) Presentation materials for a public information meeting including simple floor plans and perspective sketches.
 - (d) Estimate of probable construction cost from a professional estimator that includes input to reflect current market pricing at 60% and 90% design plan phases.

c. Phase III – Construction Documents

- (1) On or before January 22, 2019, Consultant shall provide to County the final Construction Documents, 100% plans and specifications for bid, construction and permitting that incorporate the County's comments to accommodate a Spring/Summer 2019 construction start date. County requires at least ten (10) weeks for the bidding and award process to award the construction contract.
- (2) Consultant shall conduct one (1) public information meeting during this Phase III, with a presentation of simple floor plans and renderings reflecting the final design.
- (3) Construction Documents deliverable shall include as a minimum:
 - (a) Final documents for bid and permit that incorporate County comments.
 - (b) Construction Documents shall consist of drawings and specifications establishing in detail the quality levels and performance criteria of materials and systems and other requirements for the construction.
 - (c) A final estimate of probable construction cost from a professional estimator that includes input to reflect current market pricing.

(d) Phase IV – Construction Administration. Solely contingent upon County's prior written approval to move forward with the Phase IV of the Project and only upon such approval, Consultant shall provide Construction Administration as follows:

- (1) Timely review and certify pay application amounts due the Contractor and make recommendations to County for payment.
- (2) Timely review and approve or take other appropriate action on the Contractors submittals.
- (3) Timely, review and respond to Requests For Information ("RFI") about the Contract Documents. If requested by County, Consultant shall prepare and issue supplemental drawings and specifications in response to requests for information.
- (4) Recommend minor changes in the Construction Work that are consistent with the intent of the Construction Contract Documents and do not involve an adjustment in the Construction Contract sum or an extension of the Construction Contract time. As requested by County, Prepare change orders and construction change directives for the County's approval and execution.
- (5) Support and attend weekly Owner (County), Architect, and Construction Contractor ("OAC") meetings.
- (6) Provide monthly observation and inspection reports of the Construction Work.
- (7) Commissioning
 - (a) Consultant shall work with a County engaged commissioning agent providing written responses to County's and agent's comments.
 - (b) Consultant shall support functional testing lead by the commissioning agent.
 - (c) In addition to the functional testing, Consultant shall provide a mechanical engineer up to three (3) days of on-site support to adjust and fine tune the HVAC system, working with the controls contractor and commissioning agent.
- (8) Project Completion
 - (a) Consultant shall conduct inspections with the County to check conformance of the Construction Work with the Construction Contract Documents and verify the accuracy and completeness of the Construction Contractor's list of work to be completed or corrected.
 - (b) Consultant shall prepare the Certificate of Substantial Completion and Final Completion.
 - (c) Consultant shall provide to the County the following within 90 calendar days of project final completion: record/as-built drawings in dwg and pdf computer file formats, and two (2) paper copies; all other project documentation in pdf computer file format and two (2) paper copies.

2. Additional Project Requirement No. 1: Consultant shall evaluate and make recommendations for corrective action, in conjunction with the main project's Preliminary Design, to the corrosion of the roof structure in the northern portion of the existing Aquatics Center as well as replace or repair the flat roofing.

- a. Consultant shall provide a cost estimate for the probable construction costs; and
- b. Consultant shall provide a report recommending corrections, and provide Schematic Design and Construction Documents for the approved corrective action in conjunction with the appropriate phase of the main project design.

- 3. Additional Project Requirement No. 2:** Consultant shall design an improvement to the existing entrance to the Aquatics Center by addressing outside air entering the lobby through the entry door which makes the lobby and hallways cold during the winter. Design shall include ADA accessibility of the service counter and the aged flooring of the lobby and halls. Consultant shall provide Schematic Design and Construction Documents for the approved corrective action in conjunction with the appropriate phase of the main project design.
- 4. Additional Project Requirement No. 3:** Consultant shall make recommendations for a replacement filtration system for the Olympic Pool within the Aquatic Center for County selection and approval. Consultant shall provide Schematic Design and Construction Documents for the approved corrective action in conjunction with the appropriate phase of the main project design.

SECTION B. TERM: The term of this Agreement shall commence May 2, 2018 and shall continue through May 1, 2022, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall, during the initial term of this Agreement and any extensions, pay compensation for performance of the Services in an amount not to exceed FOUR HUNDRED FIFTY-NINE THOUSAND, THREE HUNDRED FIFTEEN AND NO/100 DOLLARS (\$459,315.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid as follows:
 - a. For services described in Sections A.1.a., b., and c. (Phases I-III) County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED THIRTY-ONE THOUSAND, SEVENTY THREE AND NO/100 DOLLARS (\$331,073.00), which amount does not include applicable NMGR and in accordance with the rate schedule set out in Exhibit "B," attached hereto and made a part here of for all purposes.
 - b. For services described in Section A.1.d. (Phase IV), solely contingent on County's prior written approval to move forward with construction of Project and upon such approval, County shall pay compensation for performance of the Services in an amount not to exceed NINETY THOUSAND, FIFTY AND NO/100 DOLLARS (\$90,050.00), which amount does not include applicable NMGR and in accordance with the rate schedule set out in Exhibit "B," attached hereto and made a part here of for all purposes.
 - c. For services described in Section A.2., 3. and 4. County shall pay compensation for performance of the Services in an amount not to exceed THIRTY-EIGHT THOUSAND, ONE HUNDRED NINETY TWO AND NO/100 DOLLARS (\$38,192.00), which amount does not include applicable NMGR and in accordance with the rate schedule set out in Exhibit "B," attached hereto and made a part here of for all purposes
- 2. Monthly Invoices.** Consultant shall submit itemized monthly invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

SECTION D. TAXES: Consultant shall be solely responsible for timely and correctly billing, collecting and remitting all NMGR levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONSULTANT, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Consultant as an independent contractor. Consultant is not an agent or employee of County and will not be considered an employee of County for any purpose. Consultant, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Consultant nor any employee of Consultant shall be entitled to any benefits or compensation other than the compensation specified herein. Consultant shall have no authority to bind County to any agreement, contract, duty or obligation. Consultant shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Consultant shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Consultant shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Consultant agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Consultant shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Consultant may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Consultant shall not use deliverables in any manner for any other purpose without the express written consent of the County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Consultant's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Consultant shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Consultant shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Consultant shall not provide any Services under this Agreement unless and until Consultant has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Consultant has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Consultant fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Consultant and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE:** Whichever is applicable to the particular profession or service to be provided, with a limit of not less than ONE MILLION (\$1,000,000.00) each Claim, with a TWO MILLION \$2,000,000 annual aggregate, without any restrictive "negligent act, negligent error, or negligent omission" clause, and sufficient to protect the Consultant, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Consultant's negligent performance of work described herein.

SECTION J. RECORDS: Consultant shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Consultant shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Consultant shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Consultant agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Consultant shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Consultant under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Consultant shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Consultant's performance hereunder or breach hereof and the performance of Consultant's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Consultant may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Consultant shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of Consultant's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Consultant. Upon such termination, Consultant shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Consultant shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by the County Council. County shall make reasonable efforts to give Consultant at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Steve Huebner, Project Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 160
Los Alamos, New Mexico 87544

Consultant:

Sanjay Engineer, Vice President
FBT Architects
6501 Americas Pkwy NE, Suite 300
Albuquerque, New Mexico 87110

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Consultant.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of Consultant's Response and is incorporated herein by

reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement 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: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

FBT ARCHITECTS, A NEW MEXICO CORPORATION

BY: _____
SANJAY ENGINEER **DATE**
VICE PRESIDENT

Exhibit "A"
Project Requirements
AGR 18-39

The Kiddie Pool addition project shall be performed by Consultant as follows:

1. Features shall include a zero-entry pool with water spray features and mini slide for toddlers, a shallow pool for swim lessons and programming, a lazy river, and a water slide with a total of 2,000 square feet of pool area, as shown in preliminary study drawing, Figure 1. The conceptual design shall have three (3) family locker rooms, pool deck, chemical storage, and mechanical rooms to support the Kiddie Pool addition. Figure 2 shows a section of the addition. Please note that Figure 2 was generated before the addition of the lazy river and water slide. Figure 3 shows the site with utilities and the gas service line to the building that will need to be relocated as well.
2. The project total budget is \$6.5M which is to cover all project related expenditures. This budget shall cover design, construction, commissioning, Fixtures, Furniture and Equipment ("FF&E"), public information costs, Art in Public Places at 1%, NMGR and contingency. The County desires to realize some cost savings and complete the project under the \$6.5M budget.
3. Start of construction is planned for Spring/Summer 2019.
4. Meet the Los Alamos County specific building specifications provided in RFP18-39 Design Services for a "Kiddie" Pool Addition to the LAC Aquatic Center in draft form, Attachment A. An updated specification will be provided by County to the Consultant at the start of the design.
5. All design work and specifications of the boiler systems shall take into account the building's 7,250 ft. elevation and local climate.
6. Design and build a building envelope that is energy efficient, resistant to weather and controls moisture.
7. Include in the pool equipment the following:
 - a. Separate flow zone controls so that the lazy river operates independently of other water feature flows.
 - b. Have additional water flow connections for future water features.
 - c. Select pool treatment equipment and chemicals that are compatible with existing pool systems for ease of maintenance.
8. The County does not intend to have the existing Aquatics Center be updated to meet a LEEDTM rating, but intends to follow LEED tenants in the addition. The County is interested in incorporating the County High Performance Green Building Standards into the Kiddie Pool. Consultant will advise the County, and upon approval, incorporate into the design the intent of the County Standards. No submittal to or certification by USGBC is desired.

The Los Alamos County High Performance Green Building Standards for new buildings are:

- a. All Los Alamos County funded new construction of public buildings in excess of 5,000 square feet shall be designed and built to a minimum rating of "LEEDTM Silver" using the U.S. Green Building Council's LEED-NCTM rating system.
- b. If another agency is funding part of a construction project, the project is not required to be LEED certified unless mutually agreed to by the agency and Los Alamos County.
- c. In achieving its LEEDTM rating, each project shall earn at least five (5) points under "Energy Atmosphere Credit 1 – Optimize Energy Performance" by achieving at least 25% better energy performance than the baseline standard.
- d. In achieving its LEEDTM rating, projects shall earn at least three (3) points in Water Efficiency.

ADDITIONAL PROJECT REQUIREMENT No. 1.

Significant corrosion has been observed in some of the flat roof joists and deck on the northern portion of the building with mechanical equipment. Pictures of these corroded joist and roof deck are shown in Figures 4 and 5. Implement a corrective action to the roof structure. Replace or repair the aging roofing in flat roof areas.

Additionally, condensation has been observed in the ceiling cavity in the electrical room, at the double exit doors in the north-west corner of the natatorium, and above the locker rooms for the Therapy Pool. Assess and correct the cause of the condensation to prevent damage to the building.

ADDITIONAL PROJECT REQUIREMENT No. 2.

Improve the existing entrance to the Aquatics Center by addressing outside air entering the lobby through the entry door which makes the lobby and hallways cold during the winter, ADA accessibility of the service counter, and the aged flooring of the lobby and halls.

ADDITIONAL PROJECT REQUIREMENT No. 3.

The filters for the Olympic Pool are at the end of their life expectancy. Replace the filters with current technology filtration either during the Kiddie Pool construction or within a couple of years after this project.

Figure 1 – Concept Layout Plan View

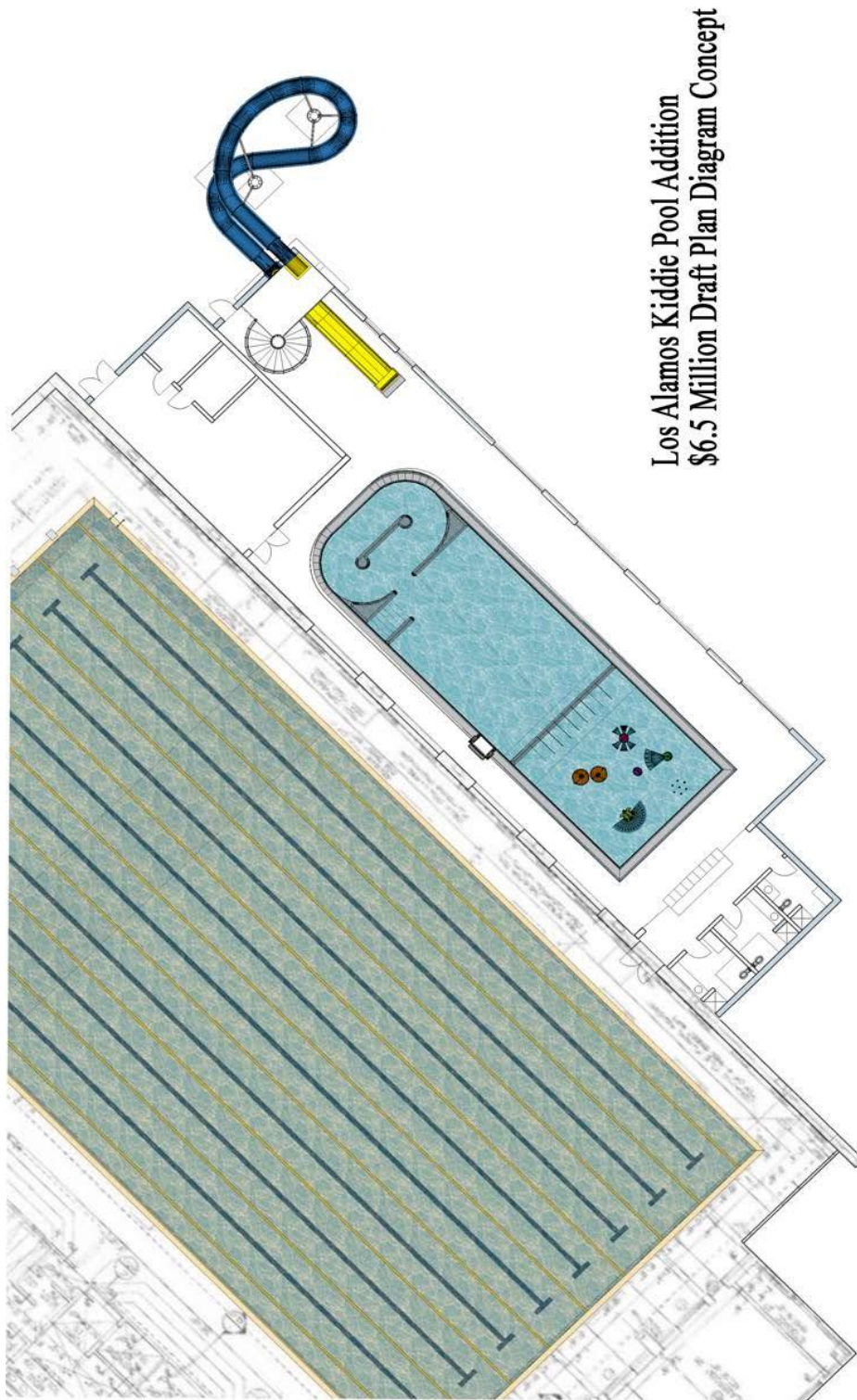


Figure 2 – Concept Layout Cross Section

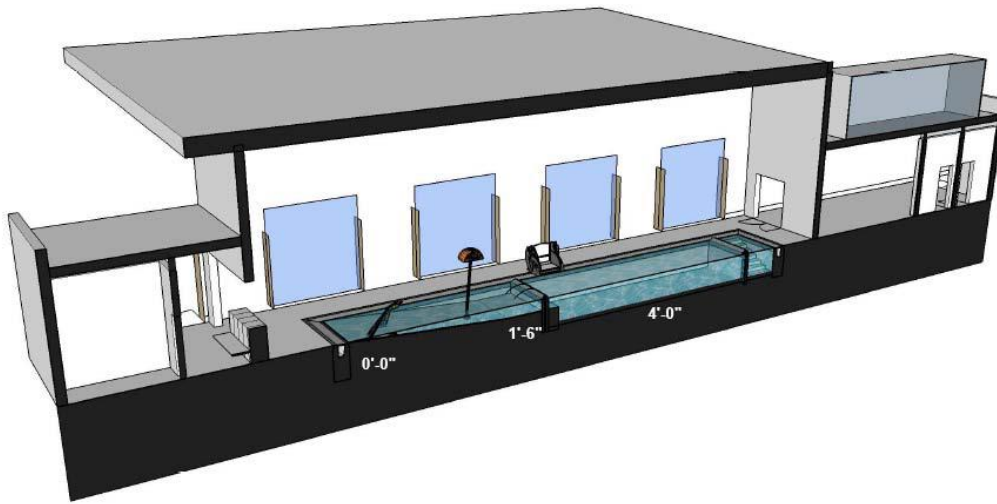


Figure 3 – GIS Utility Features Map

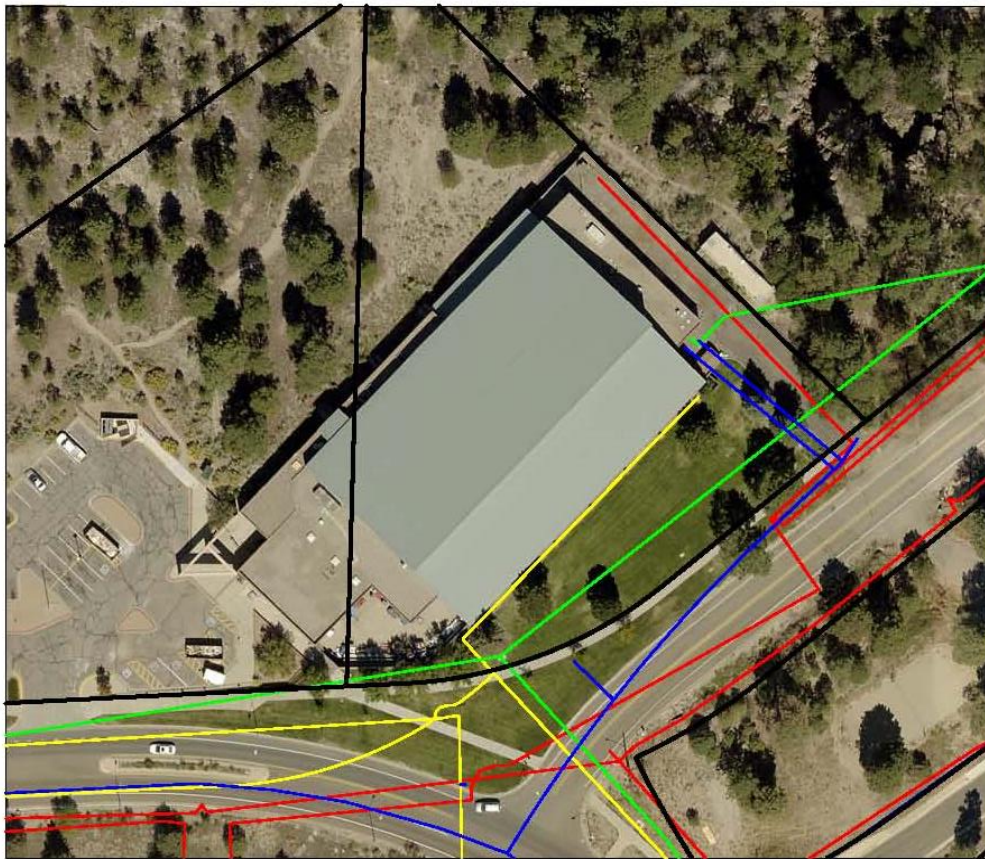


Figure 4 – Mechanical Room Roof Beam Corrosion



Figure 5 – Mechanical Room Roof Beam Corrosion

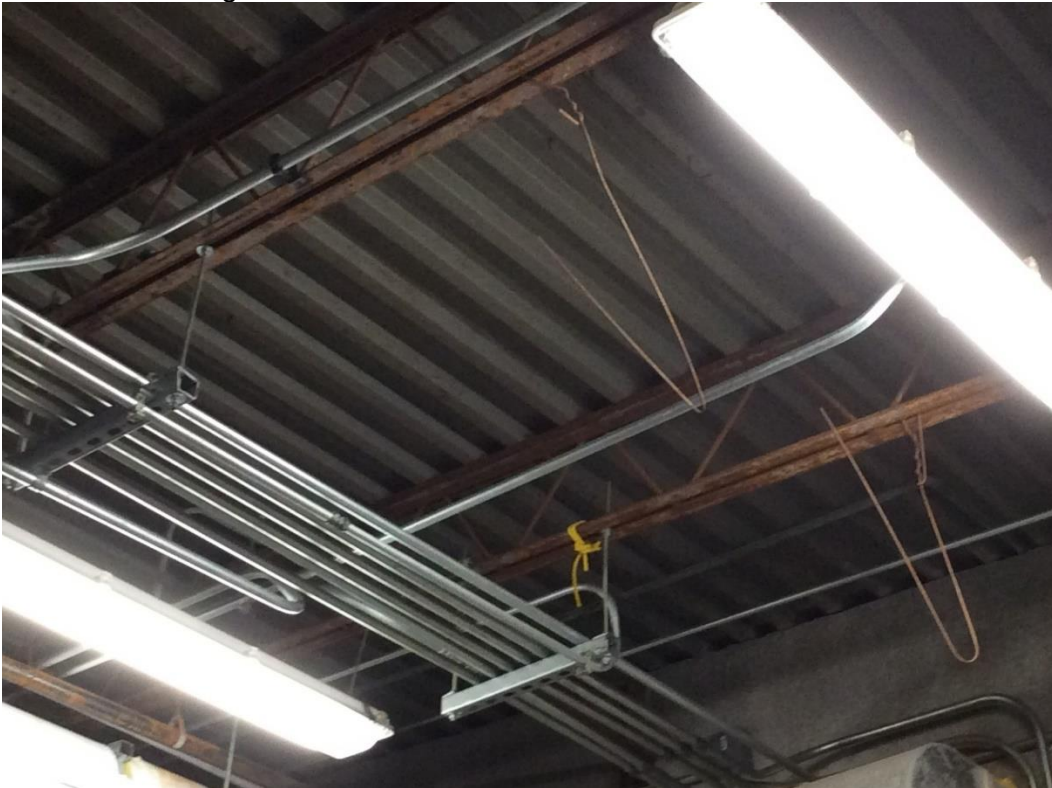


Exhibit "B"
Compensation Rate Schedule
AGR18-39

Kiddie Pool Addition (as per cost summaries):

Phase I – Schematic Design	\$66,192.00	
Phase II –Design Development	\$100,906.00	
Phase III – Construction Documents	<u>\$163,975.00</u>	
<i>Subtotal of Above Phases</i>		<i>\$331,073.00</i>
 *Phase IV - Construction Administration	 \$90,050.00	
 Total Phases I-IV		 <i>\$421,123.00</i>

Additional Project Requirements (as per cost summaries):

1. Roof Structure Correction	\$10,678.00	
2. Entry Vestibule/ADA	8,792.00	
3. Filtration System Replacement	<u>18,722.00</u>	
<i>Subtotal of Above Phases</i>		<i>\$38,192.00</i>
 <i>Project Total not to exceed (exclusive of NMGRT)</i>		 <i>\$459,315.00</i>

*Solely contingent upon County's prior written approval to move forward with the Project and upon such approval, Consultant shall provide Construction Administration in accordance with Section A(1)(d) Phase IV – Construction Administration of the Agreement.

COST SUMMARY SHEETS

COST SUMMARY – PHASE I SCHEMATIC DESIGN				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	40	\$155.00	\$2,066.40	
Project Manager	127	\$98.00	\$4,148.00	
Intern Architect	251	\$81.00	\$6,777.00	
DIRECT LABOR TOTAL:				\$33,977.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Civil Engineer – Miller			\$2,325.00	
Landscape Architect – Groundworks Studio			\$1,163.00	
Estimating – Balis			\$1,744.00	
Structural – Walla Engineering			\$2,906.00	
Pool Designer – Counsilman Hunsaker (CHH2o)			\$5,813.00	
ME - Bridgers and Paxton			\$4,650.00	
Building Envelope – Armstrong Group (AGI)			\$581.00	
SUBCONTRACTOR TOTAL:				\$19,181.00
TRAVEL			ESTIMATED COST	
Mileage/Transportation (0.46/mile x 2 trips)			\$184.00	
Per Diem: (Ref. LAC per diem policy)			-0-	
Pool Consultant (airfare/per diem)			\$850.00	
TRAVEL TOTAL:				\$1,034.00
OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Presentation Graphic Boards Allowance			\$1,000.00	
Geotechnical Services			\$6,000.00	
OTHER REIMBURSABLE TOTAL:				\$7,000.00
SUBTOTAL ITEMS				\$66,192.00
GROSS RECEIPTS (7.5%)				\$4,964.00
TOTAL PRICE				\$71,157.00

COST SUMMARY – PHASE II Design Development				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	64	\$155.00	\$9,920.00	
Project Manager	223	\$98.00	\$21,854.22	
Intern Architect	40	\$81.00	\$33,129.00	
DIRECT LABOR TOTAL:				\$64,903.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Civil Engineer – Miller			\$3,875.00	
Landscape Architect – Groundworks Studio			\$1,938.00	
Estimating – Balis			\$2,906.00	
Structural – Walla Engineering			\$4,844.00	

Pool Designer – Counsilman Hunsaker (CHH2o)	\$9,688.00	
MEP - Bridgers and Paxton	\$7,750.00	
Building Envelope – Armstrong Group (AGI)	\$969.00	
SUBCONTRACTOR TOTAL:		\$31,969.00
TRAVEL	ESTIMATED COST	
Mileage/Transportation (0.46/mile x 2 trips)	\$184.00	
Per Diem: (Ref. LAC per diem policy)	\$-0-	
Pool Consultant (airfare/per diem)	\$850.00	
TRAVEL TOTAL:		\$1,034.00
OTHER REIMBURSABLE COSTS	ESTIMATED COST	
Presentation Graphic Boards Allowance, document reproductions costs	\$3,000.00	
Geotechnical Services		
OTHER REIMBURSABLE TOTAL:		\$3,000.00
SUBTOTAL ITEMS		\$100,906.00
GROSS RECEIPTS (7.5%)		\$7,568.00
TOTAL PRICE		\$108,474.00

COST SUMMARY – PHASE III Construction Documents				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	104	\$155.00	\$16,120.00	
Project Manager	340	\$98.00	\$33,320.00	
Intern Architect	671	\$81.00	\$54,351.00	
DIRECT LABOR TOTAL:				\$103,791.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Civil Engineer – Miller			\$6,200.00	
Landscape Architect – Groundworks Studio			\$3,100.00	
Estimating – Balis			\$4,650.00	
Structural – Walla Engineering			\$7,750.00	
Pool Designer – Counsilman Hunsaker (CHH2o)			\$15,500.00	
MEP - Bridgers and Paxton			\$12,400.00	
Building Envelope – Armstrong Group (AGI)			\$1,550.00	
SUBCONTRACTOR TOTAL:				\$51,150.00
TRAVEL			ESTIMATED COST	
Mileage/Transportation (0.46/mile x 2 trips)			\$184.00	
Per Diem: (Ref. LAC per diem policy)			\$-0-	
Pool Consultant (airfare/per diem)			\$850.00	
TRAVEL TOTAL:				\$1,034.00
OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Presentation Graphic Boards Allowance, document reproductions costs			\$8,000.00	
Geotechnical Services			\$	
OTHER REIMBURSABLE TOTAL:				\$8,000.00
SUBTOTAL ITEMS				\$163,975.00
GROSS RECEIPTS (7.5%)				\$12,298.00
TOTAL PRICE				\$176,273.00

COST SUMMARY – PHASE IV CONSTRUCTION ADMINISTRATION				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	52	\$155.00	\$8,060.00	
Project Manager	169	\$98.00	\$16,562.00	
Intern Architect	337	\$81.00	\$27,297.00	
DIRECT LABOR TOTAL:				\$51,919.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Civil Engineer – Miller			\$3,100.00	
Landscape Architect – Groundworks Studio			\$1,550.00	
Estimating – Balis			\$2,325.00	
Structural – Walla Engineering			\$3,875.00	
Pool Designer – Counsilman Hunsaker (CHH2o)			\$7,750.00	
ME - Bridgers and Paxton			\$6,200.00	
Building Envelope – Armstrong Group (AGI)			\$775.00	
SUBCONTRACTOR TOTAL:				\$25,575.00
TRAVEL			ESTIMATED COST	
Mileage/Transportation (0.46/mile x 40 trips)			\$3,606.00	
Per Diem: (Ref. LAC per diem policy)			-0-	
Pool Consultant (airfare/per diem)			\$5,950.00	
TRAVEL TOTAL:				\$9,556.00
OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Document reproduction costs allowance			\$3,000.00	
OTHER REIMBURSABLE TOTAL:				\$3,000.00
SUBTOTAL ITEMS				\$90,050.00
GROSS RECEIPTS (7.5%)				\$6,754.00
TOTAL PRICE				\$96,804.00

COST SUMMARY – Additional Project Requirement No. 1 - Roof Structure Correction				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	4	\$155.00	\$620.00	
Project Manager	16	\$98.00	\$1,568.00	
Intern Architect	40	\$81.00	\$3,240.00	
DIRECT LABOR TOTAL:				\$5,428.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Estimating – Balis			\$750.00	
Structural – Walla Engineering			\$2,250.00	
MEP - Bridgers and Paxton			\$1,150.00	
Building Envelope – Armstrong Group (AGI)			\$750.00	

SUBCONTRACTOR TOTAL:		\$5,250.00
TRAVEL	ESTIMATED COST	
Mileage/Transportation (0.46/mile x 2 trips)	\$-0-	
Per Diem: (Ref. LAC per diem policy)	\$-0-	
Pool Consultant (airfare/per diem)	\$-0-	
TRAVEL TOTAL:		\$-0-
OTHER REIMBURSABLE COSTS	ESTIMATED COST	
Document reproduction costs allowance	\$-0-	
Geotechnical Services	\$-0-	
OTHER REIMBURSABLE TOTAL:		\$-0-
SUBTOTAL ITEMS		\$10,678.00
GROSS RECEIPTS (7.5%)		\$800.85
TOTAL PRICE		\$11,478.85

COST SUMMARY – Additional Project Requirement No. 2 - Entry Vestibule/ADA				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	8	\$155.00	\$1,240.00	
Project Manager	20	\$98.00	\$1,960.00	
Intern Architect	32	\$81.00	\$2,592.00	
DIRECT LABOR TOTAL:				\$5,792.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Estimating – Balis			\$750.00	
MEP - Bridgers and Paxton			\$1,150.00	
Building Envelope – Armstrong Group (AGI)			\$750.00	
SUBCONTRACTOR TOTAL:				\$3,000.00
TRAVEL			ESTIMATED COST	
Mileage/Transportation (0.46/mile x 2 trips)			\$-0-	
Per Diem: (Ref. LAC per diem policy)			\$-0-	
Pool Consultant (airfare/per diem)			\$-0-	
TRAVEL TOTAL:				\$-0-
OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Document reproduction costs allowance			\$-0-	
Geotechnical Services			\$-0-	
OTHER REIMBURSABLE TOTAL:				\$-0-
SUBTOTAL ITEMS				\$8,792.00
GROSS RECEIPTS (7.5%)				\$659.40
TOTAL PRICE				\$9,451.40

COST SUMMARY – Additional Project Requirement No. 3 - Lap Pool Filtration System				
DIRECT LABOR (specify categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS

Principal	4	\$155.00	\$620.00	
Project Manager	10	\$98.00	\$980.00	
Intern Architect	12	\$81.00	\$972.00	
DIRECT LABOR TOTAL:				\$2,572.00
SUPPLEMENTAL SERVICES				
SUBCONTRACTS (Identify & purpose)			ESTIMATED COST	
Structural – Walla Engineering			\$14,950.00	
MEP - Bridgers and Paxton			\$1,250.00	
SUBCONTRACTOR TOTAL:				\$16,150.00
TRAVEL			ESTIMATED COST	
Mileage/Transportation (0.46/mile x 2 trips)			\$-0-	
Per Diem: (Ref. LAC per diem policy)			\$-0-	
Pool Consultant (airfare/per diem)			\$-0-	
TRAVEL TOTAL:				
				\$-0-
OTHER REIMBURSABLE COSTS			ESTIMATED COST	
Document reproduction costs allowance			\$-0-	
Geotechnical Services			\$-0-	
OTHER REIMBURSABLE TOTAL:				\$-0-
			SUBTOTAL ITEMS	\$18,722.00
GROSS RECEIPTS (7.5%)				\$1,404.15
TOTAL PRICE				\$20,126.15

EXHIBIT "C"
AGR 18-19
LAC Kiddie Pool Addition - Project Schedule

<u>PHASE</u>	<u>DATE/DAY TO BE COMPLETED</u>
Schematic Design Phase	July 15, 2019
Schematic Design Phase Review	July 29, 2018
Design Development Phase	October 2, 2018
Design Development Phase Review	October 16, 2018
Construction Documents Phase	January 22, 2019
Construction Documents Phase Review	February 5, 2019
Bidding Phase	
Invitation for Bid	February 6, 2019
Bid Opening (5 weeks)	March 14, 2019
General Contractor Contract Negotiations & Approval	April 4, 2019
Construction Start (Notice to Proceed)	April 8, 2019
Substantial Completion (12 months)	April 1, 2020
Final Completion (1 month)	May 1, 2020
11-Month Warranty	March 1, 2021