



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 **NV5, Inc.**, a California corporation ("Contractor"), collectively (the "Parties"), to be effective for all purposes September 11, 2024 ("Effective Date").

WHEREAS, County's Community Services Department requires a professional consultant to complete a Synthetic/Artificial Turf ("Artificial Turf") Conceptual study for five (5) athletic fields and to explore the feasibility of Artificial Turf fields in a single location; and

WHEREAS, the County Purchasing Officer 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. 24-75 ("RFP") on May 23, 2024, requesting proposals for Artificial Turf Conceptual Study, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated June 20, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor 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 September 10, 2024; and

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

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

SECTION A. SERVICES:

- 1) **Generally.** Contractor shall provide services to collect and assess Los Alamos community ("Community") interest input and complete an Artificial Turf Conceptual Study (the "Study") for five (5) fields, including baseball, softball, and soccer fields, at the North Mesa Sports Complex and Overlook Park and explore the feasibility of Artificial Turf fields in a single location ("Services" or "Project"). The specific fields to be included ("Fields") are as follows, pictures of which are included herein as Exhibit D for informational purposes only:
 - a) Bomber Field (baseball),
 - b) Senior Field (baseball),
 - c) Hope Field (softball),
 - d) X Lovato (softball), and
 - e) Dara Jones (soccer and lacrosse).

2) Project Initiation. Contractor shall, within ten (10) business days from the Effective Date of this Agreement, schedule an in-person kick-off meeting with designated County staff ("Project Team"), as determined by the Community Services Director or designee ("County Project Manager") at a date, time, and County location to be agreed upon by both Parties.

- a) In preparation for, and prior to the kick-off meeting, Contractor shall review all pertinent existing plans and documents provided by County.
- b) As part of the kick-off meeting, the Parties shall, at a minimum:
 - i) Establish a mutually agreed-upon Project Plan and Schedule, subject to County Project Manager approval, to accomplish key tasks with durations for each task conforming substantially to the Contractor's proposed Project Schedule, attached as Exhibit C and made a part hereof for all purposes. The Project Plan and Schedule shall include, at a minimum, Contractor's anticipated need for travel to Los Alamos, due dates for key milestones and deliverables, dates for Community engagement events, and the number and types of meetings to be scheduled throughout the Project. Within ten (10) business days of the kick-off meeting, Contractor shall provide to the County Project Manager a written Project Plan and Schedule for County Project Manager approval. The Project Plan and Schedule may be adjusted throughout the Project upon mutual written agreement of Parties. The Project shall be completed within forty-three (43) weeks of the Effective Date, which includes the Final Study being completed within thirty-two (32) weeks from the Effective Date as further outlined in Section A(5)(e) below, unless otherwise extended in writing by County.
 - ii) Identify those individuals and groups from the Community which may have interest in the Project and may include but is not limited to, County departments such as the Department of Public Utilities and Public Works, County Parks and Recreation Advisory Board ("PRB") members, Los Alamos Public Schools and other proximate neighborhood associations and impacted youth athletic groups, as determined by the Project Team.
 - iii) Establish communication protocols, project meeting frequency, Community meeting frequency, and meeting formats with meetings occurring either in-person or online in a virtual format as determined by the Project Team. At a minimum, Contractor shall schedule one (1)-hour bi-weekly virtual progress meetings throughout the Project.
 - iv) Identify document format and data transfer methods between Contractor and Project Team related to the performance and deliverables of the Services.
 - v) Identify and discuss strategies for Community engagement and Study objectives.

3) Project Management

- a) Contractor shall provide experienced, competent, and knowledgeable staff to provide Services throughout the Term of this Agreement and shall designate in writing a primary point of contact from Contractor's staff ("Contractor Project Manager"). Contractor Project Manager shall be responsible for adherence to the Project Plan and Schedule and for ensuring timely provision of all deliverables, Project documentation, meeting materials, progress reports, records maintenance, data collection, meeting coordination, and all other Services described herein.
- b) Contractor's personnel and the subcontractors identified in Contractor's Response as Sites Southwest, R&R Engineers & Surveyors, Inc., Musco Sports Lighting, and Mark Chavez, hereinafter collectively "Subcontractors", shall observe and comply with all applicable laws, rules and County policies while providing Services to County and working on County premises.
- c) County acknowledges that the Project is a cooperative process requiring the time and resources of County personnel. County shall, and shall cause County personnel to, use all reasonable efforts to cooperate with and assist Contractor as may be reasonably

required to timely complete the Project as mutually agreed and Contractor shall not be liable for County's failure(s) to comply with the foregoing commitment.

d) **Project Documentation and Meeting Materials.** Contractor shall:

- i) Produce agendas, meeting materials, and provide notes for all calls and meetings, as determined by Project Team during Project kick-off meeting, and shall be responsible for preparing, organizing, and maintaining documents created in service of this Agreement. All notes from the Project meetings shall be prepared by Contractor in typed form and furnished electronically to the County Project Manager within five (5) business days after the date of the Project meeting.
- ii) In coordination with the Project Team, identify and collect all required data that may be necessary to complete the Study.

e) **Project Progress Meetings and Reports.** Contractor shall:

- i) Schedule and attend bi-weekly virtual Project progress meetings with the County Project Manager and other County attendees, as determined necessary by the County Project Manager, at dates and times to be determined by both Parties.
- ii) Be available for communication with County by phone, video conferencing, and email.
- iii) Provide the County Project Manager a written monthly Project Status Report that includes a summary of accomplishments by task, Project assessment, deliverables for the reporting period, a summary of tasks due for the upcoming reporting period, foreseeable project risks and solutions, and the financial status for each task including overall budget.

f) **Site Visits.**

- i) **Initial Site Visit.** Contractor shall, in coordination with the County Project Manager, schedule and conduct a minimum of one (1) site visit to tour the Fields. The initial site visit may take place concurrently with the Project kick-off meeting or may occur separately as determined by Project Team. During this initial site visit, Contractor shall assess the existing conditions of each site to be included in the Study, shall make contact with the Community individuals and groups identified during the Project kick-off meeting, and assess Field characteristics, challenges, and opportunities.
- ii) **Additional Optional Site Visits.** Contractor shall, upon County written request, conduct additional site visits, as determined necessary by the County Project Manager. Fees for such additional optional site visits shall be in accordance with the rates identified in Exhibit A, attached hereto and made a part hereof for all purposes. Additional optional site visits may include additional Community members and Subcontractors as determined necessary by the Project Team.

4) Community Input.

a) **Community Input and Implementation Plan.**

- i) In coordination with the Project Team, Contractor shall develop a strategy and implementation plan to obtain input from the Community, as identified during the kick-off meeting, regarding use of the identified athletic Fields. The Community Strategy and Implementation Plan shall only commence upon County Project Manager approval.
- ii) In coordination with Project Team, Contractor shall define the questions to be asked of, and information to be provided to participants input process to yield adequate feedback for Contractor to develop recommendations for the Study.
- iii) Contractor shall lead and participate in at least five (5) two (2)-hour in-person public Community input meetings to discuss Study concepts and gather input and ensure

that such meetings are also open to an unlimited number of participants via virtual attendance. County may, at County's sole option, determine that some or all of the five (5) planned public Community meetings can be held only in a virtual format rather than in-person, fees for which shall be less than the fees for an in-person meeting and shall be charged in accordance with Exhibit A.

- iv) In addition to the five (5) public Community input meetings, upon County's written request and as determined necessary by the County Project Manager, Contractor shall lead and participate in additional optional in-person, virtual, or combination Community input meetings, fees for which shall be in accordance with Exhibit A.
- v) Contractor shall record all public Community input meetings held in a virtual format and shall make the recordings available to County for future viewing.
- vi) Contractor shall prepare any Community meeting materials determined necessary by the Project Team and prepare graphic designs of conceptual elements for display in Community meetings.
- vii) Contractor shall make presentations at the meetings, gather feedback, and share results through methods approved by the County Project Manager.
- viii) If determined necessary by the Project Team, Contractor shall lead and participate in additional targeted Community interviews to obtain more detailed, additional information based on questions and conversations from the Community input meetings.

b) Digital Survey Instrument.

- i) In coordination with the Project Team, Contractor shall develop and deploy to the Community a digital survey instrument to facilitate data collection around Field usage and Community preferences. Such tool shall be easily accessed through email, a website, and a mobile app allowing respondents to participate at their own convenience.
- ii) Contractor shall collect, compile, and assess the data and input collected from the digital survey instrument and shall use it to inform development of the Study and recommendations.

c) Project Web Page.

- i) Contractor shall create and maintain throughout the Project a dedicated, open to public access, web page for the Project which shall serve to improve transparency and accountability by making Project information readily available, serve as a primary communication hub for sharing Project updates and news, and provide an additional platform where the Community can engage with the Project Team ("Project Web Page").
- ii) Contractor shall be responsible for managing and uploading all content to the Project Web Page and shall, within one (1) business day upon County Project Manager notification, remove or change any posted content as may be requested by the County Project Manager. Contractor shall ensure that any outdated or inaccurate information posted to the Project Web Page is updated or removed timely without requiring notification by the County Project Manager.
- iii) County may link to the Project Web Page from the County's primary website to help maximize Community engagement throughout the Project.
- iv) County acknowledges that the Project Web Page software and hosting may be provided by and hosted by a third-party. County is not a party to any agreements between Contractor and any such third-party provider. At a minimum, Contractor shall ensure that the Project Web Page hosting cloud service provider and data center shall be located within the United States.

- v) In addition to the provision of Section G below, all data that: (i) is owned by County; and (ii) uploaded to the Project Web Page shall remain owned by the County. County is responsible for the accuracy and legality of its data and shall represent and warrant the right to use and manage all data in connection with its use of the Project Web Page. County's use of or link to the Project Web Page confers no ownership rights to the Contractor. County material and data may be used by Contractor only as necessary to provide contracted Services.
 - vi) Upon County's request, Contractor shall, within three (3) business days, provide a data extract from the Project Web Page in various formats including but not limited to, comma separated value ("CSV") or Microsoft SQL Server ("MSSQL").
 - vii) Contractor shall timely provide Project Web Page records requested by the County for response to Public Records Inspection requests under NMSA 1978, Chapter 14, Article 2.
 - viii) Upon termination of this Agreement, Contractor shall provide all data to County in CSV or MSSQL format, or a different format agreed to by County. Upon County's receipt of data by Contractor, Contractor shall ensure destruction of any remaining County data on the Project Web Page.
 - ix) Contractor shall ensure that the Project Web Page conforms to applicable laws, rules, and regulations governing such web pages, including but not limited those governing website accessibility and compliance with the Americans with Disabilities Act ("ADA"), as amended.
- 5) **Develop and Deliver a Comprehensive Study:** Using information provided by the Project Team, site visits, and information gathered through input and throughout the Project, Contractor shall develop and deliver to County the written Study, in a format to be determined by the Project Team.
- a) Contractor shall perform a site assessment of conditions for the Fields to gather data on Field characteristics including terrain, grading, drainage, field orientation, opportunities for expansion or realignment, environmental concerns, and other attributes as defined by the Project Team.
 - b) Upon completion of the site assessment of Field conditions, Contractor shall identify and evaluate alternative Artificial Turf solutions to meet the County's and Community's needs.
 - c) Contractor shall begin drafting the Study as soon as notable findings are available and shall continue to refine the draft Study as the Project Team makes progress in each area of the Project. Contractor shall deliver Study drafts to the County Project Manager, at intervals predetermined in the mutually agreed-upon Project Plan and Schedule.
 - d) Contractor shall ensure that the final Study aligns with expectations and goals for the Study, as defined by the Project Team, and shall incorporate into the Study the Community input identified during the Community Input process and prioritized by the Project Team.
 - e) The final Study, approved by the County Project Manager, shall be delivered to County within thirty-two (32) weeks of the Effective Date, unless otherwise approved in the Project Plan and Schedule.
 - f) In developing the written Study, Contractor shall incorporate and provide, at minimum, the following elements, key considerations, recommendations, and deliverables:
 - i) Recommendations for Artificial Turf on existing Fields and alternative concepts for Field realignment or consolidation.
 - ii) Recommendations of Field reconfiguration or orientations to meet the turf requirement and desire for a single complex location.
 - iii) Technical and product recommendations for Artificial Turf, renewable energy use, and lighting systems ensuring that recommendations for focused lighting that complies with

all applicable laws, rules, and regulations, including those found in the County's Code of Ordinances, with the lighting being set up so that monitoring and access can be controlled through a web-based system and public WiFi.

- iv) Maps with orientation of Fields that meet the New Mexico Activities Association ("NMAA") standards for baseball and softball.
- v) Recommendations and specifications for various options including future project scopes of work and cost estimates for design and construction for each Field that meets the playing requirements of NMAA, United States of America ("USA") Baseball, and USA Softball, or any other requirements identified throughout the Project.
- vi) Renderings of Fields and amenities that meet applicable ADA requirements.
- vii) Best practices for building construction and sustainability.
- viii) Identify short-term and long-term maintenance standards, practices, and recommendations for Artificial Turf Fields to include:
 - (1) Frequency and type of maintenance required.
 - (2) Estimated annual cost of maintaining Artificial Turf Fields.
 - (3) Equipment recommendations to maintain Artificial Turf Fields.
 - (4) Short-term and long-term maintenance management operated by County staff, volunteers, and contractors.

6) Presentations and Revisions.

- a) Upon County Project Manager approval of the final Study, Contractor shall provide a PowerPoint presentation of the Study's findings to the County's Parks and Recreation Advisory Board at one (1) in-person meeting and to the County Council at one (1) in-person meeting, dates of which shall be agreed upon in advance by the Parties.
- b) The Project Team, PRB, and County Council may identify and request additional edits, revisions, or public input in addition to those Services already identified herein. County and Contractor shall work together in good faith to amend the Project Plan and Schedule to accommodate the additional requests. Upon County request, Contractor shall revise the Study and recommendations and shall attend additional PRB, County Council meetings, and other Community meetings as needed and requested by County. Fees for such additional optional edits, revisions, public input, and meetings, shall in accordance with Exhibit A.
- c) County may, at County's sole option, determine that some or all of the presentations may be attended by Contractor in a virtual format rather than in-person, fees for which shall be invoiced by Contractor accordingly to account for a reduction in related travel expenses.

SECTION B. TERM: The term of this Agreement shall commence September 11, 2024, and shall continue through September 10, 2025, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to one (1) one-year period, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed THREE HUNDRED FIVE THOUSAND FIVE HUNDRED SEVENTY AND 00/100 DOLLARS (\$305,570.00), which amount does not include applicable New Mexico gross receipts taxes ("NMGR"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A.
- 2. Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services

originally estimated by County and specified in Section C(1) herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement, which must be approved by the County Council. This provision shall not be construed to conflict with County's discretion to determine when Contractor's optional Services are needed or to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed, inclusive of reimbursable expenses and additional and optional services, does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount, inclusive of reimbursable expenses and additional and optional services, is not a just and lawful debt payable to Contractor.

3. **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.

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

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, 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 County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor 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 Contractor 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: Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor 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; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor 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. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

SECTION I. INSURANCE: Contractor 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. Contractor 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 Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor 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 shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance shall name County as an additional insured

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.

SECTION J. RECORDS: Contractor 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. Contractor 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. DUTY TO ABIDE: Contractor 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.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor 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. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION N. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION O. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION P. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and Subcontractors in the performance or breach of the Services under this Agreement.

SECTION Q. FORCE MAJEURE: Neither County nor Contractor 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; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION R. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

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

SECTION T. PROHIBITED INTERESTS: Contractor 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. Contractor further agrees that it shall 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 U. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor 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 County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION V. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or three (3) days after deposit in the United States Mail.

County:

Project Manager - Community Services
Director
Incorporated County of Los Alamos
1000 Central Avenue, Suite 310
Los Alamos, New Mexico 87544
E-mail: cory.styron@lacnm.us

Contractor:

John Sattler, Senior Vice President
NV5, Inc.
3459 Ringsby Court, Suite 205
Denver, CO 80216
E-mail: john.sattler@nv5.com

With a copy to:

County Attorney's Office
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

E-mail: ~attorney@lacnm.us

SECTION W. 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 authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION X. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Y. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION Z. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AA. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AB. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AC. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the Parties, and each Party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither Party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AD. CONFIDENTIAL INFORMATION: Any confidential information of one Party that is provided to the other Party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit B. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

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

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

NV5, INC., A CALIFORNIA CORPORATION

BY: _____
JOHN SATTLER **DATE**
SENIOR VICE PRESIDENT

Exhibit A
Compensation Rate Schedule
AGR24-75

Contractor shall, throughout the Term of this Agreement, provide Services at the rates specified herein. The rates provided for herein shall be applicable for any additional and optional products or Service requested by County throughout the Term of this Agreement. All fees shown below are included in the not-to-exceed ("NTE") amount of this Agreement in Section C. Compensation.

Table 1. Base Project Costs

1	CONTRACTOR FEES	NOT-TO-EXCEED COSTS for CONTRACTOR FEES FOR ITEMS 1.1 – 1.5
	The Contractor Fees in items 1.1 – 1.6 do not include Subcontractor costs described in item 2.1. County acknowledges that Contractor may utilize Subcontractors as described in item 2.1 and Exhibit C and may invoice County for Subcontractor Services for items 1.1 – 1.6 separate from Contractor fees, provided total Subcontractor costs do not exceed the not-to-exceed costs for Subcontractors stated in item 2.2 below.	
1.1	Project Initiation For Services described in Section A(2) Including document review, one (1) planned in-person kick-off meeting, and Project Plan and Schedule.	\$11,715.00
1.2	Project Management For Services described in Section A(3) Including one (1) planned in-person site visit to the Fields, bi-weekly meetings, monthly progress reports, and misc. communications.	\$42,975.00
1.3	Community and County Input For Services described in Section A(4) Including five (5) planned in-person community input meetings, with virtual access for participants, development of project webpage, digital survey tool, and targeted interviews. At County's sole option, Community meetings will be held only in a virtual format rather than in-person, fees for which shall be less than the fees for an in-person meeting. In that event, Contractor shall not charge County for travel expenses and shall instead charge County for such virtual meetings at \$3,000 per virtual meeting.	\$36,630.00
1.4	Comprehensive Study For Services described in Section A(5) Including site assessment, identification and evaluation of alternatives, cost estimates, recommendations for field alignment and consolidation, Artificial Turf products, sustainability and renewable energy use, public access WiFi, lighting, short- and long-term maintenance.	\$47,490.00
1.5	Presentations and Revisions For Services described in Section A(6) Including one (1) presentation to the PRB and one (1) presentation to the County Council, and revisions based on direction provided by those bodies.	\$7,260.00
1.6	Subtotal for Contractor Fees	\$146,070.00
2	SUBCONTRACTOR COSTS	NOT-TO-EXCEED COSTS FOR SUBCONTRACTORS
2.1	Contractor may utilize Subcontractors in the performance of Services under this	\$125,800.00

	Agreement, as described in Section A(3)(b) of the Agreement and in Exhibit C, and as further determined necessary by the Project Team. Subcontractor costs stated herein reflect a blended not-to-exceed fee for all work performed by Subcontractors. Subcontractor fees shall be charged to County as line items on invoices separate from Contractor fees and may be charged by Contractor throughout the Project provided total Subcontractor costs do not exceed the amount stated herein.	
2.2	Subcontractor travel expenses and other reimbursable costs, including but not limited to printing and meals, may be charged at actual cost, provided such expenses are pre-approved in writing by the County Project Manager and copies of all travel expenses and/or invoices from the Subcontractor's supplier are included with the invoice submitted to County from Contractor and shall only include those outlined in the *Travel Guidelines below.	\$5,515.00
2.3	Subtotal for Subcontractor Costs	\$131,315.00
3	CONTRACTOR TRAVEL EXPENSES AND OTHER REIMBURSABLE COSTS	NOT-TO-EXCEED COSTS
3.1	Contractor travel expenses may be charged at actual cost, provided such expenses are pre-approved in writing by the County Project Manager and copies of all travel expenses must accompany invoices submitted to County and shall only include those outlined in the *Travel Guidelines below.	\$1,185.00
3.2	Other Contractor reimbursable costs, including but not limited to, digital survey instrument, project webpage hosting, and printing and meals, may be charged at actual cost, provided such costs are pre-approved in writing by the County Project Manager and copies of the invoice from Contractor's supplier is included with the invoice from Contractor.	\$2,000.00
3.3	Not-to-Exceed Cap for Travel Expenses and Other Reimbursable Costs	\$3,185.00
4	Total for Base Project Costs	\$280,570.00

Table 2. Additional and Optional Services

1	HOURLY RATES Upon County request, Contractor shall provide additional and optional Services at the hourly rates below. Additional and optional services include but are not limited to additional site visits, analysis, study revisions, or meetings not already described herein.	NOT-TO-EXCEED COSTS
1.1	Project Manager (all project tasks including additional revisions)	\$165.00
1.2	Principal in Charge	\$260.00
1.3	Landscape Architect	\$135.00
1.4	Principal Landscape Architect	\$180.00
1.5	Principal Civil Engineer	\$300.00
1.6	Civil Project Engineer	\$190.00
1.7	ADDITIONAL IN-PERSON COMMUNITY INPUT MEETINGS Upon County's written request and as determined necessary by the County Project Manager, as described in Section A(4)(a)(iv), Contractor shall lead and participate in additional in-person Community input meetings.	Charged at the hourly rate identified in Table 2 (1.1-1.6 above) plus applicable travel expenses*
1.8	Not-to-Exceed Cap for Additional Optional Services Charged at Hourly Rates	\$10,000.00

2	ADDITIONAL VIRTUAL-ONLY COMMUNITY INPUT MEETINGS Upon County's written request and as determined necessary by the County Project Manager, as described in Section A(4)(a)(iv), Contractor shall lead and participate in additional optional in-person, virtual, or combination Community input meetings.	NOT-TO-EXCEED COST PER MEETING
2.1	Cost per virtual meeting, assuming participation of four (4) Contractor Project team members. Contractor shall not charge County for travel expenses.	\$3,000.00
2.2	Not-to-Exceed Cap for Optional Virtual-Only Community Input Meetings	\$15,000.00
3	Total for Additional and Optional Services	\$25,000.00

***Travel Guidelines**

1. The most economical means of transportation shall be used, commercial airlines coach fare rates;
2. Business-related tolls and parking fees;
3. Rental car, taxi service or shuttle services;
4. Mileage shall be reimbursed at the County's standard mileage rate for business miles driven, currently \$.67 per mile;
5. Hotel or motel lodging;
6. Meals, per Los Alamos County Travel Policy, currently \$62.00 per diem daily;
7. Internet connectivity charges;
8. Any other reasonable costs directly associated with conducting business with County.
9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.

Travel Expenses not allowed are as follows:

1. Entertainment; in-room movies, games, etc. and
2. Alcoholic beverages, mini bar refreshments or tobacco product

Exhibit B
Confidential Information Disclosure Statement
AGR24-75

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. **Statement Coordinator** – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:		Cory Styron
Title:		Community Services Director
Address:		1000 Central Avenue, Suite 310
City/State/Zip:		Los Alamos, New Mexico 87544
Email:		cory.styron@lacnm.us

2. **Definitions:**
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. **Obligations** – Recipient shall protect and ensure its participating Subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.

Exhibit C
Project Schedule
AGR24-75

The following table shows Contractor's proposed Project Schedule, which shall be modified and finalized at the Project kick-off meeting as defined herein.

[illegible]

Additional Notes to Project Schedule

- 1) Project Initiation: Contractor anticipates participation from Contractor, Sites Southwest, and R&R Engineering for this task.
- 2) Community and Stakeholder Engagement: Contractor and Sites Southwest will work collaboratively to lead this effort.
- 3) Comprehensive Artificial Turf Conceptual Study: Contractor and Sites Southwest will work collaboratively to lead this effort, with significant input from R&R Engineering, Mark Chavez and other specialized sub-consultants.
- 4) Presentations and Revisions: Contractor will lead this effort with the support of Sites Southwest.

SYMBOL LEGEND

- ★ milestone
- ⦿ Public Engagement Meeting
- 📅 Monthly report
- 👤 Bi-weekly meetings

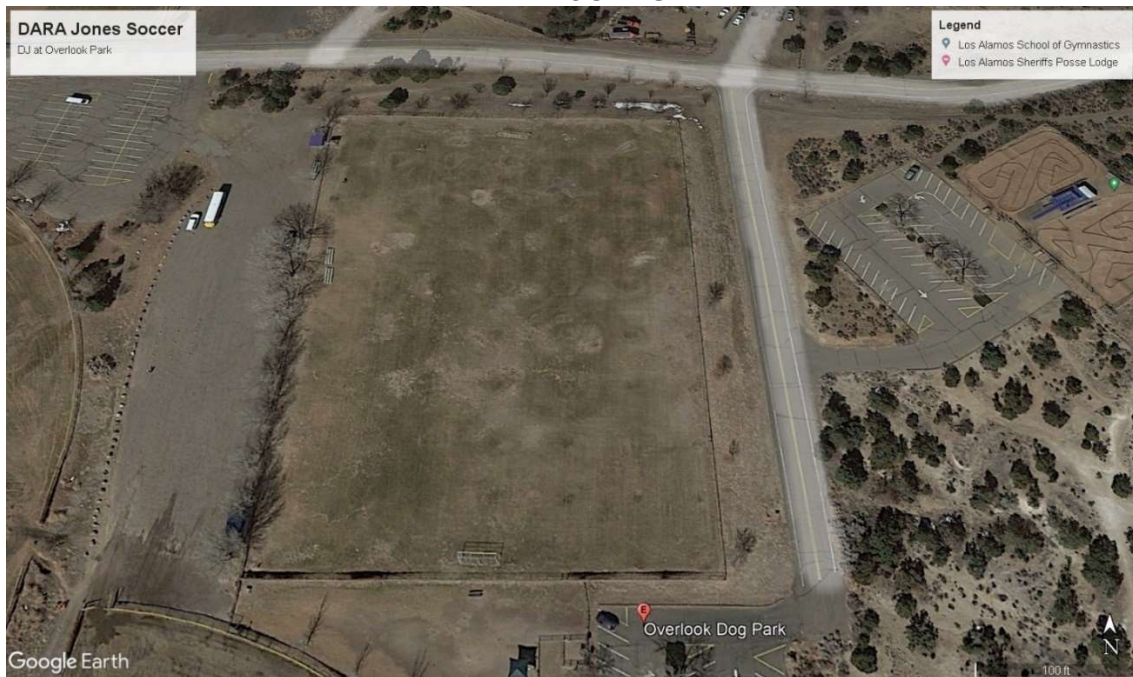
*Schedule will adjust based on the effective date of the agreement.

**Exhibit D
Field Map Images
AGR24-75**

BOMBER AND SENIOR FIELDS



DARA JONES



HOPE AND X LOVATO FIELDS



HOPE FIELD

