



## 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 **Vega Architecture, LLC**, a Colorado limited liability corporation ("Consultant"), collectively (the "Parties"), to be effective for all purposes June 12, 2024 ("Effective Date").

**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. 24-51 ("RFP") on January 23, 2024 requesting proposals for architectural and engineering services for a Fire Station, as described in the RFP; and

**WHEREAS**, Consultant timely responded to the RFP by submitting a response dated February 13, 2024 ("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 June 11, 2024; and

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

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

### SECTION A. SERVICES:

- 1. General:** Consultant shall provide professional architectural and engineering ("A/E") services as described herein, (hereafter "Services" or "Project") at the prices listed in the Compensation Rate Schedule, attached hereto as Exhibit A, and made a part hereof for all purposes. Services shall include site evaluation for three (3) alternate sites, site selection, pre-design, schematic design, design development and construction administration. Design shall meet all requirements for Leadership in Energy and Environmental Design ("LEED") silver certification. During all phases of the Project, Consultant shall coordinate with all requisite County staff including County's designated Project Manager, Public Works Department, Los Alamos Fire Department ("LAFD"), Information Management, and Department of Public Utilities personnel. Consultant shall respond to all applicable design requirements imposed by those authorities and entities.
- 2. Project Initiation Meeting:** Consultant shall, within ten (10) business days from the Effective Date of this Agreement, schedule and host a kick-off meeting with County's designated staff. The Project initiation meeting shall be in person or virtual as determined by County, and include at a minimum:

- a. Establish a mutually agreed upon Project Schedule to accomplish key tasks and durations by which each task is completed. Within five (5) business days from the kick-off meeting, provide a written Project Schedule to County's designated Project Manager for review and approval.
  - b. Establish communication protocols, progress reporting requirements, meeting frequency, and a meeting format, with meetings occurring either in-person or online in a virtual format as agreed upon by the Parties.
  - c. Identify document format and data transfer methods between Consultant and County.
  - d. Verify understanding of the LAFD requirements to optimize a design which supports familiarity, efficiency, turnout speed, ease of use, and the health and well-being of the firefighters.
- 3. Site Selection:** Following the Project Initiation Meeting, Consultant shall commence with Site Evaluation and Public Engagement. The three (3) alternative identified sites for the relocation of Fire Station Number 4 ("FS4"), in Los Alamos, New Mexico, are; the current FS4 Site, located at 4401 Diamond Drive, the Golf Course Maintenance Yard Entry, located at 9999 San Ildefonso Road, and the Loma Linda Play Lot Area, located at 101 North Mesa Road.
- Services in the site selection phase shall include, at a minimum:
- a. Fire Response Time Evaluation, Turnout Time Evaluation, Environmental Analysis, and review of County-provided Geographic Information System ("GIS") information.
  - b. In-person visits to all three sites to generally verify and better understand the existing conditions and to Light Detection and Ranging ("LIDAR") scan the building sites.
  - c. Prepare and provide to County an Evaluation Decision Matrix which identifies key factors such as topography, soils, accessibility, proximity to roads and utility services, utility locations, environmental impacts, parking, training area, expansion potential/phasing and costs.
  - d. Compile reports, evaluations and analysis to create a two-dimensional ("2D") and three-dimensional ("3D") test fit site plan for each site, along with a photometric plan and report detailing the pros and cons of each site, feasibility, anticipated cost implications and potential challenges.
  - e. Produce presentation materials for up to six (6) public meetings to present the sites to relevant stakeholders, for the purpose of encouraging discussion and gathering feedback from the community.
  - f. Assist with and attend up to six (6) in-person (with optional virtual hybrid access) public meetings pertaining to the sites.
  - g. Amend reports for each site as needed based on feedback received.
  - h. Meet with County staff, including County's designated Project Manager, to determine a recommendation for a preferred site and present the site(s) to County Council for approval.
- 4. Pre-Design:**
- a. Upon approval of a selected site, Consultant shall meet with County to update the project schedule if needed, discuss and agree upon any updated goals.
  - b. Consultant shall complete a survey and geotechnical evaluation of the selected site.
  - c. Consultant shall develop the conceptual design for the project as it relates to the selected site and provide a narrative for assumed architectural, structural,

mechanical, electrical, civil, landscape, and LAFD interior requirements along with an anticipated specification table of contents.

**5. Schematic Design (“SD”):**

- a. Upon County approval of the pre-design/conceptual design, Consultant shall develop the design plans and engineering to indicate – on a schematic level, the intended design, and to form the basis of a schematic design level cost estimate.
- b. Consultant shall create a report of anticipated LEED points for the project.
- c. Consultant shall schedule, facilitate and attend an in-person meeting every two (2) weeks, including attendance at public meetings upon request by County.
- d. Consultant shall provide a floor plan, building code analysis, site plan, and other 2D and 3D design representations to schematically indicate the intended design direction.
- e. Consultant shall provide an SD cost estimate and narrative of the conceptual design project approach for all disciplines.

**6. Design Development:**

- a. Upon County approval of the schematic design, Consultant shall develop the design to further work out critical details and specifications.
- b. At the completion of the design development phase, Consultant shall, at a minimum, provide updated drawings from the SD phase, elevations, wall sections, interior elevations, equipment schedules, relevant details, structural plans, mechanical, electrical, plumbing, civil plans, and relevant specifications.
- c. Consultant shall provide 3D representations, an updated cost estimate, and LEED progress report.
- d. Consultant shall schedule, facilitate and attend virtual meetings with County every two (2) weeks and an in-person meeting at the completion of the Design Development phase to review deliverables.

**7. Construction Documents or Contract Documents:**

- a. Upon County approval of the design development phase and related documentation, Consultant shall finalize the design to create a complete set of drawings and specifications for building permit submission and bidding.
- b. Consultant shall provide updated 3D representations, an updated cost estimate, and the final LEED project report.
- c. Consultant shall schedule, facilitate and meet with County every two (2) weeks and attend an in-person meeting at the completion of the Construction Document phase to review the deliverables.
- d. Upon County’s review, and assuming no major design changes are proposed by the County, Consultant shall amend the construction/contract drawings per County comments to release the final 100% final bid drawings and specifications.

**8. Bidding and Permitting:**

- a. During the bidding phase, Consultant shall assist County with the bidding process. This will include answering bidder questions, and revising drawings if errors or conflicts are discovered.
- b. Consultant shall attend one (1) pre-bid meeting, either in-person or virtually as specified by County.
- c. Consultant shall assist the County in its review and evaluation of bids.

**9. Construction Contract Administration:**

Consultant shall provide administration of the construction contract and shall be the County's representative during construction until the date Consultant issues the final certificate for payment. Services during Construction Contract Administration shall include, at a minimum:

- a. Site visits at intervals appropriate to the stage of construction, approximately once per month, unless otherwise agreed to in writing by County, to evaluate progress and quality of the portion of the construction being completed, and to determine in general if the construction work observed is being performed in a manner indicating that when completed, the project will be in accordance with the construction contract. On the basis of site visits, Consultant shall keep County informed about the progress and quality of the portion of the construction work completed, and promptly report to the County: Known deviations from the construction contract documents; Known deviations from the most recent construction schedule as agreed between County and Construction Contractor; and defects and deficiencies observed in the construction work.
- b. Generate and provide the County a written site report.
- c. Attend weekly virtual meetings with County Project Manager and the Construction Contractor.
- d. Approve progress payment applications/approve certificates for payment.
- e. Respond in writing to requests for information from the Construction Contractor.
- f. Review shop drawings and submittals.
- g. Review and respond in writing to substitution requests.
- h. Review change orders.
- i. Prepare a written punch list.
- j. Determine Substantial Completion and Final Completion.
- k. Review record drawings, also known as as-built drawings, provided by the Construction Contractor.
- l. As part of construction closeout, provide digital record drawings in PDF and DWG file formats based on the Construction Contractor's marked-up record drawings. Also, provide building information model (BIM) construction drawing files in computer-aided drawing software used by architect (ArchiCAD).
- m. Review and provide LEED documentation to County with all needed written information to apply for and receive LEED silver certification.
- n. Commissioning -defined as the integrated, systematic process to ensure, through documented verification, that all building systems perform interactively according to the "Design Intent".
- o. Inspection of the project eleven (11) months after Substantial Completion to determine any necessary warranty work.

Construction contract administration tasks shall occur within the submittal schedule or, if no submittal schedule was provided, within five (5) business days of receiving the materials or request for Consultant review, unless otherwise agreed to in writing by County. When and as needed, County reserves the right to request in writing a faster turnaround for Consultant review if needed to expedite the construction project. Consultant shall make all reasonable efforts to meet County's request for an expedited turnaround.

**10. Additional alternative County-requested Services, if mutually agreed-upon between the Parties, i.e., future or optional services that require additional Consultant services,**

throughout the term of the Agreement, may be provided to the County at a cost to the County as set forth in an additional alternate Statement of Services (or Work). Additional alternative Service fees are to be approved by the County prior to Consultant providing Services, in an amount not to exceed fees and hourly rates specified in Exhibit B.

**SECTION B. TERM:** The term of this Agreement shall commence June 12, 2024 and shall continue through June 11, 2027, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up four (4) consecutive one-year period(s), 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 ONE MILLION, SIX HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SIXTY-EIGHT AND 81/100 DOLLARS (\$1,615,868.81), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit A, attached hereto and made a part hereof 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 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:** Consultant 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 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 shall 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 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 shall 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, drawings, renderings, schematics, models, elevations, engineered plans 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 County.

The Project constitutes an “architectural work” commissioned by the County as a “work made for hire”. If any existing copyrightable elements are part of the design, the Consultant grants the County an unrestricted non-exclusive right to copy, use, display, modify, transform, create derivative works from, alter and change the design, plans, drawings, schematics and the Fire Station structure and accoutrements. The Fire Station plan’s design parameters and the County’s planned use of the building, originate with the County. The Consultant’s customary structural, mechanical, and electrical engineering services and deliverables are not copyrightable.

**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, stating 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 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 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; 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:** 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. DUTY TO ABIDE:** 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.

**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. 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 Consultant 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 Consultant 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 Consultant also agree that this term is a material inducement for each to enter this Agreement, and that both County and Consultant 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 Consultant 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 Consultant also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Consultant warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION P. INDEMNITY:** Consultant 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 Consultant or Consultant'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 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; 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:** Consultant 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:** 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 T. 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 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 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 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 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:**

Juan Rael, Public Works Director  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 160  
Los Alamos, New Mexico 87544

**Consultant:**

David Grooms, Principal  
Vega Architecture, LLC  
495 West Cedar Avenue  
Denver, Colorado 80223

**With a copy to:**

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

**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 Consultant. 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 Consultant'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 X. The Confidential Information Disclosure Statement shall be completed by Consultant 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**

**VEGA ARCHITECTURE, LLC, A COLORADO LIMITED  
LIABILITY CORPORATION**

**By:** \_\_\_\_\_  
**DAVID GROOMS, AIA** **DATE**  
**PRINCIPAL**

**Exhibit A**  
**Compensation Rate Schedule**  
**AGR24-51**

<b>Phase</b>	<b>Design Fee</b>	<b>% of Fee</b>	<b>Reimbursable Expense</b>
Site Selection	\$195,000.00	16%	\$6622.00
Pre-Design	\$103,250.00	8%	-
Schematic Design (30%)	\$111,500.00	9%	\$3355.00
Design Development (60%)	\$240,550.00	19%	\$1760.00
Construction Documents/Contract Documents (100%)	\$276,000.00	22%	\$1760.00
Bidding & Permitting	\$17,400.00	1%	\$1650.00
Construction Administration/Contract Administration	\$292,550.00	24%	\$22,770.00
<b>TOTAL</b>	<b>\$1,236,250.00</b>	<b>100%</b>	<b>\$37,917.00</b>

<b>Optional Services</b>	<b>Fee</b>		
Traffic engineering or Traffic Impact Study	\$22,000 per site		
IT/Data Design	\$9,900.00		
Full survey for other two sites considered during site selection phase	\$14,200.00 per site		
Geotechnical testing for other two sites considered during site selection phase	\$27,000.00 per site		

**Exhibit B**  
**Hourly Rate Schedule**  
**Additional Services**  
**AGR24-51**

	Title	2024	2025	2026	2027	2028	2029	2030	2031
<b>Architecture   VEGA Architecture</b>									
	Principal	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Senior Project Manager	\$185	\$190	\$194	\$199	\$204	\$209	\$215	\$220
	Project Manager	\$175	\$179	\$184	\$188	\$193	\$198	\$203	\$208
	Project Architect	\$145	\$149	\$152	\$156	\$160	\$164	\$168	\$172
	Designer	\$135	\$138	\$142	\$145	\$149	\$153	\$157	\$160
	Interiors	\$135	\$138	\$142	\$145	\$149	\$153	\$157	\$160
	Staff	\$135	\$138	\$142	\$145	\$149	\$153	\$157	\$160
<b>Electrical Engineering   AE Design</b>									
	Principal	\$265	\$272	\$278	\$285	\$293	\$300	\$307	\$315
	Director	\$245	\$251	\$257	\$264	\$270	\$277	\$284	\$291
	Senior Project Manager	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Studio Lead	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Project Manager	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Senior Engineer	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Engineer	\$205	\$210	\$215	\$221	\$226	\$232	\$238	\$244
	Senior Designer	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	BIM Manager	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	Designer	\$165	\$169	\$173	\$178	\$182	\$187	\$191	\$196
	Intern Designer	\$105	\$108	\$110	\$113	\$116	\$119	\$122	\$125
	CAD/Revit Technician	\$105	\$108	\$110	\$113	\$116	\$119	\$122	\$125
	Administrative	\$125	\$128	\$131	\$135	\$138	\$141	\$145	\$149
	Technology Studio Lead	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Senior A/V Systems Engineer	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Senior Technology Systems Designer	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Technology Systems Designer	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	A/V Systems Designer	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
<b>Mechanical Plumbing Engineering   360</b>									
	Principal	\$235	\$241	\$247	\$253	\$259	\$266	\$273	\$279
	Project Manager	\$215	\$220	\$226	\$232	\$237	\$243	\$249	\$256
	Lead Engineer	\$200	\$205	\$210	\$215	\$221	\$226	\$232	\$238
	BIM Manager	\$190	\$195	\$200	\$205	\$210	\$215	\$220	\$226
	Project Engineer (Level 2)	\$185	\$190	\$194	\$199	\$204	\$209	\$215	\$220

	Project Engineer (Level 1)	\$165	\$169	\$173	\$178	\$182	\$187	\$191	\$196
	BIM/CAD	\$145	\$149	\$152	\$156	\$160	\$164	\$168	\$172
	Clerical	\$100	\$103	\$105	\$108	\$110	\$113	\$116	\$119
<b>Structural Engineering   Portis</b>									
	Project Engineer	\$180	\$180	\$200	\$200	\$220	\$220	\$240	\$240
	CAD Drafting	\$120	\$120	\$130	\$130	\$140	\$140	\$150	\$150
	Construction Admin	\$160	\$160	\$180	\$180	\$200	\$200	\$220	\$220

<b>Landscape Architecture   Stacklot</b>									
	Principal	\$225	\$231	\$236	\$242	\$248	\$255	\$261	\$267
	Project Manager	\$175	\$179	\$184	\$188	\$193	\$198	\$203	\$208
	Landscape Architect	\$175	\$179	\$184	\$188	\$193	\$198	\$203	\$208
<b>Sustainability   Group14</b>									
	Principal	\$235	\$247	\$259	\$272	\$286	\$300	\$315	\$331
	Service Director	\$215	\$226	\$237	\$249	\$261	\$274	\$288	\$303
	Team Leader, Sr. Engineer III	\$202	\$212	\$223	\$234	\$246	\$258	\$271	\$284
	Sr. Project Manager II, Sr. Engineer II	\$192	\$202	\$212	\$222	\$233	\$245	\$257	\$270
	Sr. Project Manager I, Sr. Engineer I	\$173	\$182	\$191	\$200	\$210	\$221	\$232	\$243
	Project Manager II, Engineer III	\$155	\$163	\$171	\$179	\$188	\$198	\$208	\$218
	Project Manager I, Consultant III	\$146	\$153	\$161	\$169	\$177	\$186	\$196	\$205
	Engineer II, Consultant II, Job Captain	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
	Engineer I, Consultant I	\$125	\$131	\$138	\$145	\$152	\$160	\$168	\$176
	Tech Support	\$101	\$106	\$111	\$117	\$123	\$129	\$135	\$142
	Admin Support	\$87	\$91	\$96	\$101	\$106	\$111	\$117	\$122
<b>Fire Station Consultant   TCA</b>									
	Senior Principal	\$200	\$206	\$212	\$218	\$224	\$231	\$238	\$245
	Principal	\$200	\$206	\$212	\$218	\$224	\$231	\$238	\$245

<b>Civil Engineering   R&amp;R</b>									
	Principal	\$300	\$305	\$310	\$315	\$320	\$325	\$330	\$330
	Engineering Dept Manager	\$270	\$275	\$280	\$285	\$290	\$295	\$300	\$300
	Snr Project Manager	\$205	\$210	\$215	\$220	\$225	\$230	\$235	\$240
	Project Manager	\$185	\$190	\$190	\$195	\$195	\$200	\$200	\$205
	Asst. Project Manager	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Project Engineer III	\$190	\$190	\$195	\$200	\$200	\$205	\$205	\$210
	Project Engineer II	\$180	\$180	\$185	\$185	\$190	\$190	\$195	\$195
	Project Engineer I	\$170	\$170	\$175	\$175	\$180	\$180	\$185	\$185
	Civil Designer III	\$185	\$185	\$190	\$190	\$195	\$195	\$200	\$200
	Civil Designer II	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Civil Designer I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Design Engineer III	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	Design Engineer II	\$155	\$160	\$160	\$165	\$165	\$170	\$170	\$175
	Design Engineer I	\$135	\$140	\$140	\$145	\$145	\$150	\$150	\$155
	CAD Technician II	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	CAD Technician I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Clerical	\$75	\$75	\$75	\$80	\$80	\$80	\$80	\$80

<b>Survey   R&amp;R</b>									
	Principal	\$300	\$305	\$310	\$315	\$320	\$325	\$330	\$330
	Engineering Dept Manager	\$270	\$275	\$280	\$285	\$290	\$295	\$300	\$300
	Snr Project Manager	\$205	\$210	\$215	\$220	\$225	\$230	\$235	\$240
	Project Manager	\$185	\$190	\$190	\$195	\$195	\$200	\$200	\$205
	Asst. Project Manager	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Project Engineer III	\$190	\$190	\$195	\$200	\$200	\$205	\$205	\$210
	Project Engineer II	\$180	\$180	\$185	\$185	\$190	\$190	\$195	\$195
	Project Engineer I	\$170	\$170	\$175	\$175	\$180	\$180	\$185	\$185
	Civil Designer III	\$185	\$185	\$190	\$190	\$195	\$195	\$200	\$200
	Civil Designer II	\$165	\$165	\$170	\$170	\$175	\$175	\$180	\$180
	Civil Designer I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Design Engineer III	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	Design Engineer II	\$155	\$160	\$160	\$165	\$165	\$170	\$170	\$175
	Design Engineer I	\$135	\$140	\$140	\$145	\$145	\$150	\$150	\$155
	CAD Technician II	\$165	\$170	\$170	\$175	\$175	\$180	\$180	\$185
	CAD Technician I	\$145	\$150	\$150	\$155	\$155	\$160	\$160	\$165
	Clerical	\$75	\$75	\$75	\$80	\$80	\$80	\$80	\$80
<b>Environmental   SWCA</b>									

Director SME	\$242	\$254	\$267	\$280	\$294	\$309	\$324	\$341
CR 06	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
CR 10	\$169	\$177	\$186	\$196	\$205	\$216	\$226	\$238
GIS 06	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
ER 11	\$207	\$217	\$228	\$240	\$252	\$264	\$277	\$291
ER 09	\$169	\$177	\$186	\$196	\$205	\$216	\$226	\$238
GIS 08	\$158	\$166	\$174	\$183	\$192	\$202	\$212	\$222
GIS 04	\$114	\$120	\$126	\$132	\$139	\$145	\$153	\$160
Tech Editor 06	\$137	\$144	\$151	\$159	\$167	\$175	\$184	\$193
Carbon SME 3	\$325	\$341	\$358	\$376	\$395	\$415	\$436	\$457
<b>Cost Consultant   Parametrix</b>								
Senior Estimator	\$135	\$142	\$149	\$156	\$164	\$172	\$181	\$190
Estimator	\$110	\$116	\$121	\$127	\$134	\$140	\$147	\$155
Clerical / Technical	\$65	\$68	\$72	\$75	\$79	\$83	\$87	\$91
Average Rate	\$110	\$116	\$121	\$127	\$134	\$140	\$147	\$155
<b>Geotechnical   Western Technologies</b>								
Principal	\$195	\$205	\$215	\$226	\$237	\$249	\$261	\$274
Senior Geotechnical Engineer	\$175	\$184	\$193	\$203	\$213	\$223	\$235	\$246
Staff Engineer	\$125	\$131	\$138	\$145	\$152	\$160	\$168	\$176
Draftsman	\$65	\$68	\$72	\$75	\$79	\$83	\$87	\$91
Clerical	\$65	\$68	\$72	\$75	\$79	\$83	\$87	\$91



## Exhibit C

### Confidential Information Disclosure Statement AGR24-51

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 Consultant. County and Consultant 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:

	Consultant	County
Name:		
Title:		
Address:		
City/State/Zip:		Los Alamos, New Mexico 87544
Email:		

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.
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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.