



LOS ALAMOS

County of Los Alamos

Los Alamos, NM 87544
www.losalamosnm.us

BCC Agenda - Final

Historic Preservation Advisory Board

*Patrick Moore, Chair; Jonathan Creel, Vice Chair; Nancy Bartlit;
Robert Dryja; and Michelle Murillo, Members*

Wednesday, June 2, 2021

5:30 PM

Due to COVID-19 the meeting will be conducted
remotely. You may join the meeting at:

<https://zoom.us/j/94004605035>

You are invited to a Zoom meeting. Just click below:

<https://zoom.us/j/94004605035>

Or Telephone:

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128 or +1 301 715 8592 or
+1 312 626 6799 or +1 646 558 8656

Webinar ID: 940 0460 5035

1. ADMINISTRATIVE ACTIONS

A. Call to Order/Introductions

B. Approval of Today's Agenda

C. Review/Approval of Meeting Minutes

1. [14324-21](#) Minutes from the HPAB Meeting on May 5, 2021.

Presenters: Historic Preservation Advisory Board

Attachments: [A - Draft Minutes HPAB Meeting, May 5, 2021](#)

D. Public Comment for Items Not on the Agenda

II. PRESENTATIONS (Items for Discussion and Possible Action)

A. Local Designation Discussion - United Church, formerly WWII Army Chapel

B. Proposed Process to Follow for a Local Designation

- 1 [14326-21](#) Proposed Policy and Procedure for Local Historic Designation

Presenters: Historic Preservation Advisory Board

- Attachments:** [A - Draft Policy and Procedure for Local Designation Status](#)
 [B - Draft Local Historic Designation Application](#)
 [C - OWNER CONSENT FORM](#)
 [D - Local Historic Designation Fee Schedule](#)

III. HISTORIC PRESERVATION BUSINESS

A. Chairman's Report

IV. STAFF REPORTS

A. Update on the Status of the WAC Building

1. [14342-21](#) Update on the Status of the WAC Building

Presenters: Historic Preservation Advisory Board

Attachments: [A - Staff Report on WAC Building](#)
 [B - Agreement with Mullen Heller Architect](#)
 [C - WAC Request For Proposals](#)

V. INFORMATIONAL ITEMS

VI. PUBLIC COMMENT

VII. NEXT MEETING(S)/FUTURE AGENDA ITEMS

The next HPAB meeting will be on July 7, 2021.

VIII. ADJOURN

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Human Resources Division at 505-662-8040 at least one week prior to the meeting or as soon as possible.

Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the personnel in Community and Economic Development Department at 505-662-8293 if a summary or other type of accessible format is needed.

**Historic Preservation Advisory Board
Draft Minutes May 5, 2021**

ADMINISTRATIVE ACTIONS

Members Present: Patrick Moore, Chair; Jonathan Creel, Vice Chair; and Nancy Bartlit, Michelle Murillo, Robert Dryja, Members

Council Liaison: Councilor Denise Derkacs

Others Present: Sobia Sayeda, CDD; Michele Mullen and Rebekah Bellum, Mullen Heller Architecture; Wayne Kohlrust and Eric Martinez, PW; Barbara Lai, Staff Liaison; Perry Rutherford, IT.

Call to Order

Meeting called to order at 5:34 pm by Chair Moore.

Approval of Today's Agenda

Being no corrections, the Agenda is approved.

Approval of Minutes

Being no corrections, the Minutes from April 7 are approved.

Public Comment

No comments.

PRESENTATIONS

Fuller Lodge Art Center Canopy

Mr. Kohlrust, Project Manager, PW, introduced the presentation on the Art Center Canopy project and Ms. Mullen and Ms. Bellum, Mullen Heller Architecture. Ms. Heller explained the plans for the new canopy and the two options under consideration. Board members reviewed the plans and asked for additional clarification and made suggestions to architects. Mr. Kohlrust will meet with the architects and discuss next steps for the project.

HISTORIC PRESERVATION BUSINESS

FY22 HPAB Work Plan

The board discussed the draft FY22 Work Plan and made some editorial changes.

Approval of the FY22 Work Plan

The draft FY22 Work Plan was approved by the Board.

REPORTS

Chairman's Report

Chair Moore opened discussion on how to conduct meaningful, long-term preservation in the community. He reported on the status of the sale of the Anderson Pharmacy. He offered to contact George Anderson to complete an oral history.

Ms. Lai reported on her visit to the pharmacy and suggested that the topic be put on the June Agenda. Ms. Lai will schedule a tour of the Pharmacy. Also, Ms. Sayeda will schedule a tour of the WAC building for the board.

Boards and Commission Liaison Reports

Tourism Implementation Task Force

Vice Chair Creel reported that an RFP closed for a design team to discuss the WAC Dorm. The contract is at the Attorney's Office to final.

Mr. Creel also updated the Board on the progress being made by the committee on the historic walking tour and work is proceeding on the Guaje Mesa history.

Council Liaison Report

Councilor Derkacs reported that the County Budget was approved. The Council gave the task to the Planning and Zoning Commission to consider formulation of creating a Pedestrian Plan Overlay Zone which would restrict first floor office space in the downtown. She also reported that the position of Tourism Manager was not approved in the budget.

Staff Report

Mr. Creel described the new cell phone App developed by LANL and the Park Service.

Ms. Sayeda said that the Planning section is conducting a survey of all the downtown businesses, vacate buildings, and historic buildings and will report the results to the board at the June meeting.

PUBLIC COMMENT

No public comment.

V. NEXT MEETING/ADJOURN

The next HPAB meeting is June 2, 2021 at 5:30 via Zoom.
Chair Moore declared the meeting adjourned.

ADMINISTRATIVE SERVICES DIVISION – HISTORIC PRESERVATION**POLICY AND PROCEDURE: Local Historic Designation Status****DATE: 6/XX/2021****POLICY:**

The Los Alamos County Council has declared that the archeological and historical heritage of the County is one of its most valued and important assets and that the community has an interest in the preservation of all prehistoric and historic ruins, sites, trails, buildings, primitive or historic roads.

Article XV, Section 16-612 states that:

The county council may designate and list individual historic landmarks or historic districts within the county and such landmarks or districts shall be designated on the official zoning map.

The Historic Preservation Advisory Board (HPAB) means the Board established by chapter 8 of the County code and authorized by this article is to make recommendations to the Planning and Zoning Commission and to County Council on proposed historic designations and projects affecting historic properties within the county.

This policy and procedure explains the designation process to the community and other parties interested in submitting an application for a Local Designation, and County staff.

PROCEDURE:

The applicant shall:

1. Complete the Local Designation Application,
2. Complete the Owner Consent Form, and,
3. Complete payment of the application fee.

Submit all documents to the Director of the Community Development Department (CDD).

After the Director has determined that the nominating application is complete, the *Application for Designation* shall follow the process:

1. The Director will forward the documents to the HPAB,
2. HPAB shall hold a public hearing to solicit comment on the application.

3. At least 15 days prior to the public hearing, CDD shall send a notice of the meeting by U.S. mail to all owners of property within the proposed district.
4. At the public meeting, the HPAB shall make a recommendation, with rationale based on the six characteristics specified with the application and forward all documents to be heard by the Planning and Zoning Commission.
5. The Planning and Zoning Commission shall hold a public hearing on the application and recommendation of the HPAB.
6. The Planning and Zoning Commission shall make a recommendation to the County Council as to whether the proposed historic landmark or district shall be officially designated on the County Zoning Map as an overlay district.
7. As soon as practicable thereafter, the County Council shall hold a public hearing.
8. The County Council shall determine whether the proposed historic landmark or district shall be officially designated on the County Zoning Map as an overlay district.

NOTE: The HPAB may nominate or sponsor an application for the designation of an individual landmark or an historic district. In that case, the requirements for owner consent still apply, but after the Community Development Department Director determines the nominating application is complete, the application shall be heard at a public hearing of the Planning and Zoning Commission.

Please review the criteria for completing the Local Historic Designation.

Criteria for the Local Historic Designation
--

The designation of a historic landmark or historic district where the proposed for inclusion is found to possess not less than two of the following characteristics:

- (1) Embodies an architectural style or method of construction dating from one or more significant historic periods;
- (2) Establishes a sense of time and place unique to Los Alamos County;
- (3) Exemplifies or reflects the cultural, social, economic or political history of the nation, state or County;
- (4) Is associated with the lives of significant historical persons or events;
- (5) Has the potential to preserve, display, or yield significant historic or archaeological information; or
- (6) Exists on the registry of the State or National Register of Historic Places.

Complete the attached:

- (1) Designation of Historic Designation Application
- (2) Owner Consent Form

Submit the completed documents, and the application fee to the Community Development Director.



LOCAL DESIGNATION OF HISTORIC PRESERVATION APPLICATION

Los Alamos County Community Development Department
1000 Central Ave, Suite 150, Los Alamos NM 87544
(505) 662-8120

Note: See LAC Code of Ordinances, Chapter 16, Article XV, for complete information on the requirements of this application, which constitutes a rezoning and, if approved, will create a zoning Overlay District.

Name of the Historic site to be established by this application:

Provide a list of the addresses or a location description (architectural survey) to which this application applies. Attach additional pages if necessary.

Related applications submitted concurrently with this application: ☒None ☐Comprehensive Plan Amendment

☐Master Plan Amendment ☐Site Plan ☐Subdivision Plat ☐Summary Plat ☐Other—explain:

APPLICANT :

Name: Los Alamos County – Harry Burgess, County Administrator Phone: 505-662-1750
Cell: _____

Address: 1000 Central Avenue, Suite 350 Email: _____

SIGNATURE

DATE

AGENT:

Name: _____ Phone: _____ Cell #: _____

Address: _____ Email: _____

SIGNATURE

DATE

☐ Owner Affidavits Attached

* If an agent is submitting the application on behalf of multiple property owners attach Owner Affidavit form for each property owner.

QUALIFIED ARCHITECTURAL / HISTORIC PRESERVATION CONSULTANT INFORMATION

Consultant:

Type of Consultant:

Name of Contact:

Phone:

Cell #:

Address:

Email:

CURRENT PROPERTY USE

Briefly describe the current use or status of the property.

DESIGNATION REQUIREMENTS

STATEMENT OF JUSTIFICATION

Provide a statement of justification reviewing the historical or architectural significance of the proposed district. Attach additional pages if necessary, or refer to Survey document.

The proposal is for

DESCRIPTION OF THE PROPOSED HISTORIC OR ARCHITECTURAL FEATURES TO BE PRESERVED

The description shall be based on a study prepared by an architectural or qualified authority on historic preservation. At a minimum, the features deemed to be significant and worthy of preservation shall be specifically listed and illustrated in the study and shall form the basis for the proposed preservation regulations within the district. Note that per Sec. 16-613 (d)(1), only those significant features identified in this application and in the Spears report for individual properties are subject to review. Attach additional pages if necessary, or refer to Survey document.

Please see ...

Highlights of the significant architectural features from the study are as follows:

-
-

* Note: Skylights and photovoltaic panels are permitted with the following restrictions. If visible from a public street or way, skylights shall use flat glass installed parallel to the existing roof line and as close to the roof surface as is technically feasible. Solar panels, if visible from a public street or way, shall be mounted parallel to the existing roof line and as close to the roof surface as is technically feasible. Ground-mounted photovoltaics are discouraged and shall be screened to the greatest extent practicable. Skylights and photovoltaic panels not visible from a public street or way are not restricted per the above.

CRITERIA FOR DESIGNATION

Section 16-612 of the Development Code establishes six criteria for the review of an application for historic preservation. Please respond to each of the criteria listed below (a proposed district must be found to possess not less than two of the following characteristics). You will be asked to discuss the criteria and demonstrate how the criteria are met at the public hearings. Attach additional pages if necessary.

(1) *“Embodies an architectural style or method of construction dating from one or more significant historic period”*

(2) *“Establishes a sense of time and place unique to Los Alamos County”*

(3) *“Exemplifies or reflect the cultural, social, economic or political history of the nation, state or county”*

(4) *“Is associated with the lives of significant historical persons or events”*

(5) *“Has the potential to preserve, display, or yield significant historic or archaeological information”*

(6) *“Exists on the registry of the State or National Register of Historic Places”*

REQUIRED SUBMITTALS

Check each of the boxes to indicate that you have attached two (2) paper copies of each of the following, and one complete copy of all materials on disk:

- ☐ Architectural Survey by qualified authority.
- ☐ Map showing limits of proposed Historic Districts including all structures, property lines and addresses (if applicable).
- ☐ Proof of Ownership for each property within proposed District (copy of plat, warranty deed, assessor's data, etc.).
- ☐ Owner Affidavits for all properties within proposed District, authorizing designated agent to act of their behalf.
- ☐ Signed and notarized Owner Consent to historic district designation. (May be combined in a single document with Owner Affidavit for agent authorization).

THIS SECTION TO BE COMPLETED BY THE COMMUNITY DEVELOPMENT DEPARTMENT

Date of Submittal: _____

Staff Initial: _____

CDD Application Number: _____



OWNER CONSENT FORM

Date: _____

Owner's Name: _____

Address: _____

To whom it may concern:

Per Section 16-612 Los Alamos County Code: Owner Consent is required before the nomination of an individual landmark will be considered.

This is to certify that I/we the undersigned owners understand that our property has been nominated to be within a designated historic district,

Name: _____

Street Address: _____

City, State, Zip Code: _____

Signature _____

Print Name _____

Signature _____

Print Name _____

SUBSCRIBED AND SWORN TO (or affirmed) before me this day of 20__ by _____

He/she is personally known to me or has presented as identification.

(Type of Identification)

Signature of Notary _____

Notary Public – Stamp of State Notary Seal



PLANNING APPLICATION FEE SCHEDULE

APPLICATION TYPE	FEE
Accessory Structure	Based on the valuation of construction cost as adopted in the Los Alamos Code of Ordinances, Chapter 10, Section 10-111 (see reverse for Table 1 of Building Permit Fees)
Administrative Deviation	\$ 25 <u>OR</u> No fee if filed as part of a Building or Placement Permit application such as for a sign, fence, or shed permit
Appeal	\$ 200
Fence Permit	Based on valuation of construction costs – See Table 1.
Historic	\$250
Rezoning	\$ 500 plus \$ 25/acre
Sign Permit	Based on valuation of construction costs – See Table 1.
Site Plan	\$ 500.00 plus \$ 75.00 per \$Million estimated construction cost
Special Use Permit	\$ 300
Subdivision	\$ 250 plus -
1-10 lots	\$ 175 per lot
11-30 lots	\$ 125 per lot
more than 30 lots	\$ 75 per lot
Summary Plat	\$100 plus \$ 25/lot – Residential <u>OR</u> \$100 plus \$10/acre - Non-residential
Temporary Use Permit	\$ 25
Waiver	\$ 250 for BOA hearing <u>OR</u> No fee if waiver application is part of a Site Plan application
Zoning Code Amendment	\$ 150 <u>OR</u> No fee if initiated by County Council or County Manager



County of Los Alamos

Staff Report

June 02, 2021

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: 1.

Index (Council Goals):

Presenters: Historic Preservation Advisory Board

Legislative File: 14342-21

Title

Update on the Status of the WAC Building

Attachments

- A - Staff Report on the WAC Building
- B - Agreement with Mullen Heller Architects
- C - WAC Request For Proposals



County of Los Alamos

Staff Report

May 25, 2021

Los Alamos, NM 87544
www.losalamosnm.us

Agenda No.: J.

Index (Council Goals): * 2021 Council Goal - Investing in Infrastructure

Presenters: Eric Martinez, County Engineer and Anne Laurent, Public Works Director

Legislative File: 14299-21

Title

Approval of Services Agreement No. AGR 21-45 with Mullen Heller Architecture, PC in an amount not to exceed \$350,000 plus applicable Gross Receipts Tax for the Women's Army Corps (WAC) Building Design and Historic Registration Services

Recommended Action

I move that Council approve Services Agreement No. AGR 21-45 with Mullen Heller Architecture, PC in an amount not to exceed \$350,000 plus applicable Gross Receipts Tax for the Women's Army Corps (WAC) Building Design and Historic Registration Services

...County Manager's Recommendation

The County Manager recommends that Council approve the motion as presented.

Body

On March 14, 2021, the County advertised a formal competitive solicitation for project design services through Request for Proposal Bid No. 21-45. Three proposals were received on April 13, 2021 and the evaluation committee is recommending award to Mullen Heller Architecture, PC. The contract is attached for reference as Attachment A and the RFP is included as Attachment B.

According to historical records, the Women's Army Corp. or WAC building was constructed in 1943 during the Manhattan Project as a dormitory to house members of the WAC. In 2019, the County was approached by the Christian Science Society about their desire to sell the property. County Council approved the purchase of the property and the sale closed in early 2020. Although specific use of the property has yet to be determined, the fact that the building is one of the few remaining buildings built and used during the Manhattan Project makes it a community asset.

The Mullen Heller Architecture design team consists of an experienced group of architects, engineers and historic preservation consultants that will be tasked to provide design services, obtain public and stakeholder input through a series of public meetings, and present up to three concepts and estimates for the public and County Council to consider before proceeding on a preferred option for final design. The contract scope includes services to assess the existing building and site conditions and the various phases of design development and cost estimates (conceptual, schematic, & final), construction drawings, bid documents and public outreach. Additionally, the design team will work through the design process from operational

programming through construction administration, as well as undertake the process to register the facility with the Register of Historic Places with the U.S. National Park Service and State of New Mexico Department of Cultural Affairs. A major goal of the project is to assess the building and site, determine a programmed use through community engagement and provide construction documents that will meet the program needs, yet not lose the historic character and significance of the building.

The cost for the above services totals \$302,103.57 plus tax. The contract also includes fixed hourly rates to accommodate additional unanticipated work for a total contract not to exceed value of \$350,000. While the term of the contract may be for a period of up to five (5) years, the building assessment, design process and public outreach effort is expected to occur over the next twelve months. Bidding and construction could occur thereafter pending council approval of the construction budget.

Alternatives

Council could choose to not approve the agreement, postpone or cancel the project or require staff re-solicit design services.

Fiscal and Staff Impact/Planned Item

Funding for the project is comprised FY 2021 CIP funds in the amount of \$350,000 for design. A construction funding projected placeholder in the amount \$2,650,000 is currently shown in the Capital Improvement Project Fund Budget Summary for FY 2024 (FY 2021-2022 Biennial Budget, pages 76-77).

Attachments

A - AGR 21-45 - Mullen Heller Architecture, PC

B - RFP 21-45 WAC Design and Historic Registration Services



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County" or "Owner"), and **Mullen Heller Architecture, PC**, a New Mexico corporation ("Consultant"), to be effective for all purposes July 1, 2021.

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. 21-45 (the "RFP") on March 14, 2021, requesting proposals for WAC Design and Historic Registration Services, as described in the RFP; and

WHEREAS, Consultant timely responded to the RFP by submitting a response dated April 13, 2021 ("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 approved this Agreement through the County Council at its meeting on May 25, 2021; and

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

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

SECTION A. SERVICES:

1. Scope of Services. Consultant shall provide Architectural and Engineering services as described herein.

a. Phase 1 – Existing Building and Site Evaluation, Conceptual Design Work and Public Meetings.

- 1) Evaluate the building's electrical, mechanical, plumbing, structural, fire suppression and notification, envelope, and architectural systems against the current applicable codes. The evaluation shall include condition and capacities of the electrical and plumbing and mechanical systems, along with walls, floors, ceilings, windows, doors and all other associated building components;
- 2) Evaluate the property's pavement, curb, gutter, sidewalks;
- 3) Evaluate the Americans with Disabilities Act (ADA) and how it applies to uses of the building, including challenges and limitations;
- 4) Assist staff with Public Meetings to be held with potential tenants, stakeholders and the public to determine potential uses (this may include design charrettes);
- 5) Provide up to three (3) Conceptual Designs to be used for consideration by County Council for the ultimate use and design of the facility. The designs shall include electrical, mechanical, fire protection, architectural, civil, landscape, interior and exterior material research and specifications in order for the facility to ultimately be registered as historic;

- 6) Determine if the proposed building use is achievable based on its functions and improvement requirements, or if adjustments to the scope of services or funding are needed;
- 7) Prepare and provide visual materials, attend and participate in up to ten (10) public meetings:
 - i. The first five or six shall be presentations of the three (3) conceptual designs to the public, selective committees and boards and the County Council to include preliminary cost estimates for each design option for consideration;
 - ii. Up to two (2) presentations to the public and County Council at the completion of the Schematic Design;
 - iii. One (1) public meeting at the end of the Design Development Phase if a scope of services budget change is needed;
 - iv. One (1) or two (2) public meetings at the time of construction award, or an additional public meeting if the need arises at the discretion of County;
 - v. Regular meetings with County staff to discuss progress and for preparations for the public meetings (on site or virtual); and
 - vi. Meet with state and national level historic registration entities during the historic registration process; as needed.
- b. **Phase 2 - Schematic Design through Construction Administration and Post-Construction Inspection Services.**
 - 1) Phase 2 work shall only occur upon approval for County Council along with an approved budget and preferred concept design.
 - 2) Schematic Design:
 - i. Shall convey the design intent based on prior approvals and what the finished product will resemble;
 - ii. Shall provide calculations (architectural, mechanical and plumbing, electrical, civil, etc.) used to detail the recommendations and a detailed cost estimate;
 - iii. If the cost estimate is approaching the budget, Consultant shall provide alternatives to keep the project within budget. During this phase, there may be additional stakeholder meetings to receive input; and
 - iv. The Design shall be provided to County's Project Manager in a web-compatible format. County shall provide their review and comments within a three (3) week period.
 - 3) Design Development:
 - i. Provide a majority of the technical specifications for the project;
 - ii. Provide drawings that outline details along with placeholders for where other details are to be developed and shown. The details shall provide County with what will ultimately be shown in the Final Design package;
 - iii. The drawings shall be detailed and dimensioned to depict what the final design will represent;
 - iv. Provide desired calculations and assumptions for review;
 - v. Provide a detailed cost estimate. If the cost estimate is approaching the budget cap, Consultant shall provide alternatives to keep the project within budget. Consultant shall provide various alternatives for consideration to County for consideration;
 - vi. Expect up to bi-weekly meetings during the phase with staff and/or stakeholders; and
 - vii. Provide final drawings in this phase in a web compatible format. This package is to be considered 50% of the drawings. County shall require three (3) weeks to review the design package.
 - 4) Construction Drawings:

- i. County shall review progress of the design package at the 90% and 100% level.
 - ii. Consultant shall provide final updated building calculations, assumptions and cost estimate in detail;
 - iii. If the cost estimate is approaching the budget cap, Consultant shall provide alternatives for consideration to County for consideration;
 - iv. Expect up to bi-weekly meetings during the phase with staff and/or stakeholders; and
 - v. Provide the construction document submittal and in a web compatible format for review. County shall require three (3) weeks to review.
- 5) Construction Bidding:
 - i. Consultant may review contractor submittals for applicability, answering contractor requests for information (RFI's) and issuing architectural supplemental instructions (ASI's), as needed;
 - ii. Consultant shall attend the pre-bid/proposal meeting and be available throughout the bidding phase to answer and clarify questions about the bid documents, and shall provide to the County's Project Manager any addenda, as required. County's Project Manager and Procurement staff shall ensure all documents are issued to bidders and interested parties; and
 - iii. Consultant shall assist in reviewing bids and proposals, and make recommendations for award, if requested.
- 6) Construction Administration:
 - i. Consultant shall review contractor submittals for applicability, shop drawings, product literature, operating and maintenance manuals, and as-built drawings from the construction contractor.
 - 1. Consultant shall provide a response within five (5) days unless a faster turnaround is requested by County. When a faster response is required, County shall provide forty-eight (48) hours' notification.
 - 2. Consultant's review of the as-built drawings shall occur prior to final completion and shall provide recommended changes if needed;
 - ii. Consultant shall answer contractor requests for information (RFI's) and issue architectural supplemental instructions (ASI's) as needed.
 - iii. Consultant shall provide inspection tasks to ensure that the design has been followed, provide inspection of Substantial and Final Completion and an eleven (11) month walk-through. Contractor shall determine and provide recommended warranty items;
 - iv. Consultant evaluation, testing and review of equipment installation, on-site inspections and field documentation; and
 - v. Consultant shall attend project progress meetings on a bi-weekly schedule. There may be times where the County Project Manager may request additional meetings with the architect and design team.
- c. Consultant shall not begin the next phase of design unless authorized by County's Project Manager.
- d. Consultant shall provide cost estimates at the end of each design phase. This is to ensure the project is still within budget. If the estimates are within 10% of the budget cap, Consultant shall notify County's Project Manager and provide alternatives to keep it in budget. The initial budget is TWO AND ONE-HALF MILLION DOLLARS (\$2.5M) including Design, Construction, Asbestos Abatement, Gross Receipt Taxes and Contingency. This budget may be amended at the discretion of the County Council.
- e. Consultant shall lead the Historic Registration effort and provide sufficient documentation to register the facility as a National Historic Registered facility, and assist with the registration at the State and National levels with the National Park Service and the State of New Mexico Department of Cultural Affairs.

- f. Throughout the project, Consultant shall be available for project related consultation and interpretation, as required.
- g. Deliverables:
 - 1) Provide Drawings and related materials for the public meetings outlined above; and
 - 2) Provide drawings, specifications, and cost estimates at the end of the various design phases as outlines above.

SECTION B. TERM: The term of this Agreement shall commence July 1, 2021, and shall continue through June 30, 2026, unless sooner terminated, as provided herein.

SECTION C. COMPENSATION:

1. **Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)**. 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 NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

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

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

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Consultant shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Consultant may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other

property right and acknowledges that any such property right created or developed remains the exclusive right of County. Consultant shall not use deliverables in any manner for any other purpose without the express written consent of County.

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

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

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Consultant fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Consultant and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** \$1,000,000. Professional Liability 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. APPLICABLE LAW: Consultant shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Consultant agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Consultant shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Consultant under this Agreement, with regard to race, color,

religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

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

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

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

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

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

SECTION R. TERMINATION:

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

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

County:

Projects Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 160
Los Alamos, New Mexico 87544

Consultant:

Michele M Mullen
Mullen Heller Architecture P.C.
1718 Central Ave SW, Suite D
Albuquerque, New Mexico 87104

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

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

SECTION V. 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 enforceable; and (ii) all other provisions of this Agreement shall remain in effect.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

MULLEN HELLER ARCHITECTURE, P.C., A NEW
MEXICO CORPORATION

BY: _____
MICHELE M. MULLEN **DATE**
PRINCIPAL/OWNER

**LOS ALAMOS COUNTY
PROCUREMENT DIVISION**

101 Camino Entrada, Building 3, Los Alamos, New Mexico 87544
(505) 709-5328

Advertised: March 14, 2021

Closing Date: April, 13, 2021

Non-Mandatory Pre-Proposal Conference: March 23, 2021, 10:00 AM Mountain Time, at WAC Facility, 1725 17th Street, Los Alamos, NM 87544 (Social Distancing will be observed).

Request for Proposals ("RFP")

RFP Number: 21-45

RFP Name: WAC Design and Historic Registration Services

TABLE OF CONTENTS:

SECTION A: GENERAL INFORMATION

SECTION B: SCOPE OF WORK

SECTION C: PROPOSAL REQUIREMENTS

SECTION D: DOCUMENTS TO BE INCLUDED IN PROPOSAL

SECTION E: EXHIBIT A-E

SECTION A: GENERAL INFORMATION

- 1. RFP Submission Procedure Change.** Due to the current COVID-19 (coronavirus) pandemic and Public Health Emergency declaration by the New Mexico Governor, until further notice, the following procedure is in effect: Proposals in response to this Requests for Proposals (RFP), may be submitted either in paper form, in a sealed envelope, or electronically by email in PDF format. All other requirements stated in the solicitation document remain unchanged and in effect.

Only one of the following submission methods is required:

ELECTRONIC SUBMISSION: Emails should be addressed to: labid@lacnm.us. Subject line **must** contain the following information: **RESPONSE – RFP21-45 WAC Design and Historic Registration Services.**

- It is strongly recommended that a second, follow up email (without the proposal included or attached) be sent to Derrill Rodgers, Deputy Chief Purchasing Officer at derrill.rodgers@lacnm.us to confirm the Proposal was received.

The body of the email must contain enough information for the identity of the Proposer to be clear, including company name, name of person sending the email, and contact information including email address and phone number.

Only emails with proposals received in the labid@lacnm.us email box prior to **2:00 p.m. Mountain Time, April 13, 2021** will be reviewed.

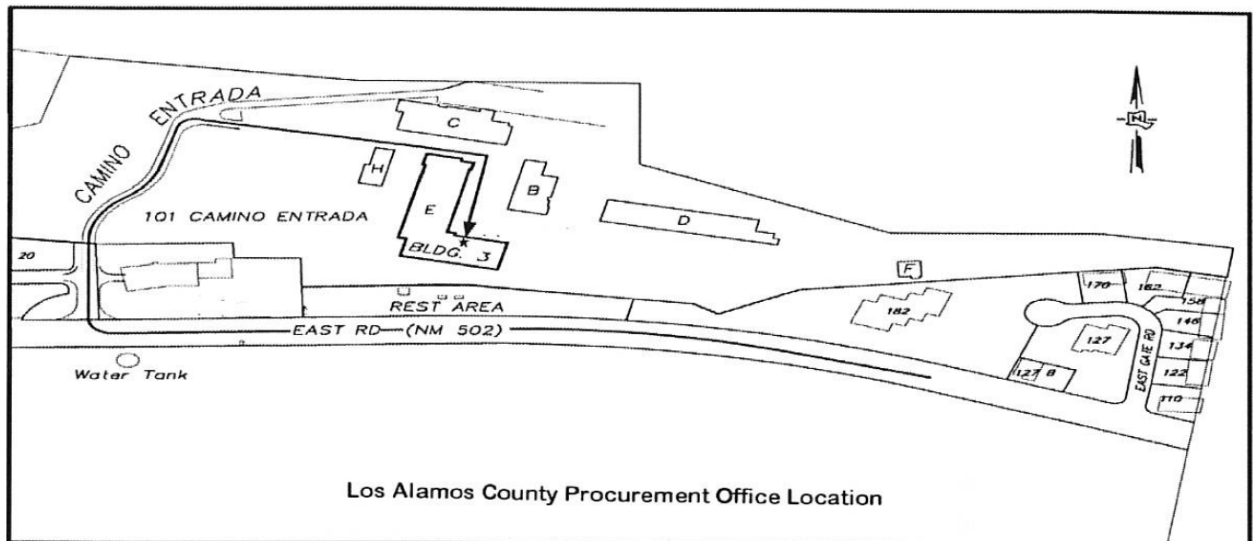
Proposals submitted by email will be opened only after the closing date and time stated in the solicitation document.

- PAPER FORM SUBMISSION:** Sealed proposals in one (1) clearly labeled unbound original, three (3) bound copies and one (1) USB flash drive or CD, will be accepted at the Office of the Chief Purchasing Officer, Procurement Division - 101 Camino Entrada, Building 3, Los Alamos, NM 87544, **2:00 p.m. Mountain Time, April 13, 2021** for this solicitation. **Clearly mark the RFP Number and Name and**

Offeror on the outside of the sealed proposal, including outer envelope and/or shipping label. The USB flash drive or CD should be clearly identified. It is the responsibility of the Offeror to assure that the information submitted in both its written response and the electronic version are consistent and accurate. If there is a discrepancy between what is provided on the paper document and the USB flash drive or CD, the written paper response shall govern.

4. Directions to Procurement office:

1. Drive WEST on NM-502 to Los Alamos.
 - Camino Entrada (formerly known as Airport Basin) is 0.4 miles past East Gate Drive, just past East Entrance Park Rest Area.
2. Turn RIGHT on Camino Entrada.
 - Road slopes downhill and curves to the right.
3. Take second RIGHT in to driveway through gated fence (before the stone sign "Pajarito Cliffs Site").
 - Follow the signs to Building 3, the L-shaped building in the center of the complex.
 - If you pass the Holiday Inn Express and the Airport, you've gone too far.
4. Enter glass door marked "PROCUREMENT." See map below.



5. The Incorporated County of Los Alamos ("County") invites Proposals from all qualified respondents. No Proposal may be withdrawn after the scheduled closing time. Proposals will not be accepted after the scheduled closing time. **Please make note of the submittal requirements outlined in this solicitation.** Read and follow the instructions carefully. **Include the required documents provided in this RFP as part of your submittal packet.** Any misinterpretation or failure to comply with the submittal requirements could result in rejection of the proposal. Proposal preparation is at the Offeror's expense.
6. Any change(s) to the solicitation will be conveyed through the written addenda process. Read carefully and follow all instructions provided on any addendum, as well as the instructions provided in the original solicitation.
7. Any questions must be received in writing at least five (5) days prior to the date fixed for when proposals are due.
8. County reserves the right, at its sole discretion, to accept or reject any proposals; to waive any and all irregularities in any or all statements or proposals; to request additional information from any or all respondents; and to award a contract to the responsible Offeror whose proposal is most beneficial to

County. While County intends to execute a contract for the services listed herein, nothing in this document shall be interpreted as binding County to enter into a contract with any Offeror or Proposer.

9. Bids and Proposals are Public Records. Pursuant to the New Mexico Inspection of Public Records Act, NMSA 1978, Chapter 14, Article 2, all materials submitted under this RFP/IFB shall be presumed and considered public records. Except to the extent any information may be protected by state or federal law, proposals shall be considered public documents and available for review and copying by the public.
10. The County contemplates a multi-term contract as a result of this RFP. The term of the contract may be for a period of up to five (5) years, or until completion of Construction whichever is greater. This is the written determination of the Chief Purchasing Officer that: such a contract will serve the best interests of the County by promoting economies in County procurement.
11. Proposers are notified that they must propose pricing for each potential year of the contract.
12. Proposers/Offerors are informed that State law requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico.
13. The Chief Purchasing Officer has determined a preference is applicable to this offer. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference. Ref. Sec. 31-261.(b).
14. **A Non-Mandatory Pre-Proposal meeting is scheduled for March 23, 2021, 10:00 AM Mountain Time, at WAC Facility, 1725 17th Street, Los Alamos, NM 87544 (Social Distancing will be observed).**

CONTACT INFORMATION

1. For project-specific information, contact [Wayne Kohlrust](mailto:Wayne.Kohlrust@lacnm.us), at wayne.kohlrust@lacnm.us; (505) 663-1873.
2. For procurement process information, contact [Derrill Rodgers](mailto:Derrill.Rodgers@lacnm.us), Deputy Chief Purchasing Officer at derrill.rodgers@lacnm.us; (505) 709-5328.

BACKGROUND INFORMATION RELATED TO THE COUNTY

The Incorporated City and County of Los Alamos ("County") is situated at the foot of the Jemez Mountains on the Pajarito Plateau with an elevation ranging from 6,200 feet to 9,200 feet. Two distinct communities, Los Alamos Town site and White Rock, each with its own visitor center, are home to ~19,000 people. Los Alamos is mostly known for the historic accomplishments of its largest employer, Los Alamos National Laboratory, and continues to gain notice for its vast scenic assets and recreational opportunities.

Visit the County website (www.losalamosnm.us) and the tourism website (www.visit.losalamos.com) for more information.

BACKGROUND INFORMATION RELATED TO THE WOMEN'S ARMY CORP (WAC) BUILDING

During the Manhattan Project, a 20 person dormitory was built. The construction drawings are dated April 1943 and the current address of the building is 1725 17th Street. This particular dormitory was used to house members of the Women's Army Corp (WAC). In the "Enabling Legislation for Manhattan Project National Historical Park (MPNHP)," the eligible areas are defined for each site. For Los Alamos, "the former dormitory located at 1725 17th Street" is specifically noted. In the MPNHP Foundation Document (January 2017), the Women's Army Corp Dormitory was identified in the related resources at Los Alamos as "park-eligible in the park legislation but not within the current park boundary." Basically, the WAC dormitory is park-eligible but is currently not in the park.

County was approached by the owner of the property (Christian Science Society) that they wanted to sell the property. County agreed to purchase the property in 2019 and the sale closed in early 2020. Although no specific use of the property has been determined yet, the fact that the building is one of the few remaining buildings that were built and used during the Manhattan Project makes it highly desirable.

NEED STATEMENT

1. County's Engineering and Project Management Division manages and oversees various remodeling and improvement projects involving County facilities. One of these facilities is the Women's Army Corps (WAC) Building, which the County acquired in 2019. County seeks a Design Team to provide design services, including obtain public input from a series of public meetings, and present up to three Concepts and Construction Estimates for the County Council ("Council") to consider. Council will select one preferred design to pursue.
2. The Design Team is to work through the design process from programming through construction administration, as well as undertake the process to Register the facility with the Register of Historic Places with the U.S. National Park Service and State of New Mexico Department of Cultural Affairs. The Design Team must consist of knowledgeable group of architects, engineers, and historic preservation consultants who can assess the building and provide improvements, yet not lose the historic character and significance of the building.
3. The current estimated construction funding level is \$2.5M; however, a final project budget will be determined by Council based on the public input received, the findings of the design team, and available funding.
4. While the term of the contract may be for a period of up to five (5) years, the best-case schedule scenario is a design process over the next twelve months and bidding for the construction for a summer 2022 construction period.

SECTION B: STATEMENT OF SERVICES AND SCOPE OF WORK

PROJECT REQUIREMENTS

All work must be done by or under the direct supervision of architects and/or engineers registered to practice in New Mexico.

The Successful Proposer Shall:

1. Enlist a team of architects, engineers, historic preservationists and other specialists to define the future uses, examine and make suggestions for improvements and upgrades to the WAC Building and site, identify deficiencies in terms of existing codes and the general condition of the building systems, and provide a plan to bring the building up to current codes along with ensuring the historic significance of the building is preserved.
2. Provide three concept designs and estimates for the public, County Staff, Tourism Implementation Taskforce, Historic Preservation Advisory Board, and Council to consider; Council will select one preferred design. It is anticipated the improvements will be made within the existing building envelope and property boundaries, with the exception of possible offsite utility or access improvements.
3. Evaluate the need for and suggest designs for a separate new restroom building to accommodate tourists if the existing building cannot accommodate the need easily or efficiently.
4. Develop the design and complete design requirements in accordance with applicable municipal, state and federal codes, laws and standards.
5. Provide a design solution within the current anticipated construction budget, and provide guidance and recommendations, if necessary, on how to revise the project scope and/or budget so they are aligned prior to the commencement of the next phase of work.
6. Provide oversight of the project bidding and construction.

SCOPE OF WORK

Selected Proposer shall provide:

PHASE 1 – Existing Building/Site Evaluation, Conceptual Design Work, and Public Involvement

1. Evaluation of facilities including but not limited to:
 - a. Potential future uses of the facility such as a possible MPNHP visitors center, room that depicts and interprets what the building would have looked like as a dormitory in the 1940's time period it was built, classroom, gathering space, meeting room, etc. and are tourism focused.
 - b. Condition of the building exterior building envelope.
 - c. Condition and capacity of the electrical system including all sub-panels.
 - d. Condition and capacity of the heating and cooling mechanical units, hot water plumbing systems including filters, fans, controls, coils, furnaces, boilers, etc.
 - e. Condition of the interior finishes, floors and types of flooring, ceilings, walls, interior doors, and windows, etc.
 - i. Note: The County anticipates engaging an abatement contractor to remove the transite panel walls, lead paint, and any other asbestos containing materials (ACM) containing materials.
 - ii. All hazardous containing materials will be abated prior to construction/remodeling activities.
 - f. Condition of the parking lots, sidewalks, and landscaping on the WAC property
 - g. Americans with Disabilities Act (ADA) accessibility challenges and limitations.
 - h. Condition or need of the fire systems, including sprinklers, risers, detectors and other devices, and if they meet applicable fire safety codes.
 - i. Other identified applicable building safety code compliance related items of concern.
- a. Conceptual Design: Conceptual design work will involve the selected Proposer assisting with and leading meetings with potential tenants, stakeholders, and the public in a series of public meetings. These meetings shall take the form of design charrettes with those to be affected as well as the public to formalize a scope of work and development of three conceptual design solutions for architectural, structural, mechanical, electrical, civil, landscape, interiors and materials research and specifications as they apply to meet the intent of the scope of work and its functions and requirements.
- b. Selected Proposer will determine whether the desired future building use program and budget is achievable based on the functions and requirements or whether adjustments will need to be made, either in scope or by adding funding.
2. Prepare for, provide visual materials, attend and participate in up to ten public meetings (likely in a virtual format due to the ongoing pandemic)
 - a. Five to six public meetings to review the three initial design concepts with the public, selected committees and Boards, and the County Council, including preliminary cost estimates for each option.
 - b. Up to two presentations to the public and County Council at the end of the Schematic Design, one public meeting before the end of the Design Development Phase if a budget or scope change is needed, and the last one to two public meetings are for the award of construction contract and/or for any unanticipated needs that arise during the process.
 - c. Regular meetings with County staff are expected to gather necessary input for preparation for the public meetings (on-site or virtual as necessary)
 - d. Meetings will be required to apply for state and national level historic registration consideration and shall be a provided service in addition to the public meetings and meetings with County staff.
 - e. If it is determined that more public meetings are needed, Proposers shall include a unit cost for additional public meetings in their submitted fee proposal.

- f. Phase 1 professional service fees should be proposed as a lump sum amount for the described services and include unit costs and hourly rates as applicable.
- g. It is anticipated phase 1 services will take approximately six months to achieve.

PHASE 2 – Schematic Design through Construction Administration Services

1. Phase 2 work will commence only with County Council approval to proceed with further development of the preferred concept design and associated budget.
 - a. Schematic Design: It is anticipated that much of the schematic design work will result in a report with some drawings to show what is intended in the design where applicable.
 - i. Drawings should convey what the design intent is and a general idea of what the finished product will resemble.
 - ii. Selected Proposer will provide calculations (mechanical, electrical, civil/structural, etc), assumptions used to develop the recommended strategies and a detailed cost estimate.
 - iii. In the event that the cost estimate approaches the project budget, Consultant shall provide alternatives to keep the project within budget. During this time, there may be additional check-in meetings with the various stakeholders.
 - iv. A schematic design submittal shall be provided to the County project manager in an electronic format that is web compatible. The County staff and identified stakeholders will require up to three weeks to review the submittal.
 - b. Design Development: The design development work involves providing continuing design and drawing documentation of the project.
 - i. During design development, the majority of the specifications needed during the project are identified.
 - ii. A set of drawings are to be developed which discuss the project, show where details will be developed and depict the project. The level of detail desired is between that of schematic design and construction drawings so that the County can review detailed drawings and make good assumptions of what the final design will look like.
 - iii. These drawings shall be very detailed and representative of what the final design will be. Much of the project will be dimensioned and key design details be shown to convey the design intent.
 - iv. The selected Proposer shall provide updated system calculations, assumptions and a detailed cost estimate.
 - v. If the cost estimate approaches the project budget, the selected Proposer shall provide alternatives to keep the project within budget.
 - vi. During this work effort, anticipate progress meetings in Los Alamos (or virtually during the ongoing pandemic) with County staff and selected stakeholders every other week.
 - vii. A design development submittal shall be provided to the County 's project manager in an electronic format that is web compatible. County staff and identified stakeholders will require up to three weeks to review the submittal. These will be considered 50% progress review drawings.
 - c. Construction Drawings: The construction drawings work will involve the consultant finalizing the plans and specifications in preparation for bidding the project for construction, up to and including award of the construction contract by the County Council.
 - i. There will be County staff reviews during this phase, typically at 90% and 100% completion.
 - ii. The selected Proposer shall provide final updated building system calculations, all assumptions and a detailed cost estimate.
 - iii. In the event that the cost estimate approaches the project budget, selected Proposer shall provide alternatives to keep the project within budget.
 - iv. During this work effort, anticipate progress meetings in Los Alamos (or virtually during the pandemic) with County staff and selected stakeholders every other week.

- v. A construction document submittal shall be provided to the County's project manager in an electronic format that is web compatible. County staff and identified stakeholders will require up to three weeks to review the submittal.
 - d. Construction Bid or Proposal: Construction bid or proposal work involves the selected Proposer reviewing contractor submittals for applicability, answering contractor requests for information, substitution requests, and issuing architectural supplemental instructions as needed, performing inspection tasks to ensure that the design has been followed, final inspection of the improvements and an 11-month warranty walk-through when requested.
 - i. Anticipate a progress meeting in Los Alamos with stakeholders every other week at the construction site or selected meeting location.
 - ii. Selected Proposer will be required to attend one pre-bid or proposal meeting and shall be available throughout the bidding process to clarify and answer any questions about the issued bidding documents and shall provide to the County's project manager any addenda that may be required for distribution to prospective construction bidders. County project management and procurement staff shall ensure that all addenda are distributed to bidders and other interested parties.
 - iii. Selected Proposer will assist the County's project manager in reviewing all bids or proposals and in making recommendations for award of construction contract if needed.
 - e. Construction Administration: Construction administration work includes but is not limited to review and approval of submittals, shop drawings, product literature, operating and maintenance manuals; providing written responses to clarification requests, change order review and evaluation, testing, review of equipment installation, on-site inspections, and field documentation. Selected Proposers review and approval/rejection of submittals shall occur generally within five working days. Further, the County's project manager shall have the authority to require a faster turnaround when needed to expedite the construction project. The selected Proposer will be notified 48 hours in advance when such a "fast track" is needed. Additional construction administration work includes:
 - i. Review the as-built drawings provided by the Contractor prior to final completion and provide recommendations for correction if needed.
 - ii. Post-Construction Inspection: Selected Proposer shall accompany the County's project manager and construction contractor on an 11-month inspection after completion of the construction as needed, to determine any necessary warranty work.
- 2. The selected Contractor is not to proceed to the next level of design work until a formal approval to proceed is issued by the County's Project Manager.
- 3. All signatory design professionals shall be licensed in the State of New Mexico for their professional design services.
- 4. Cost Estimating
 - a. Provide costs at the end of the levels of design work (schematic design through construction documents)
The intent of these cost reviews is to ensure that the project is still within the approved budget.
 - b. The initial construction budget is \$2.5M. However, this may be amended based on the decision of County Council.
- 5. Other Requirements
 - a. Lead the effort and provide sufficient documentation to be able to register the facility as a National Historic Registered facility and assist with said registration at the state and national level.
- 6. Throughout, Contractor shall be available for WAC project related consultation and interpretation as required.

INFORMATION RELATED TO THE STATEMENT OF SERVICES AND SCOPE OF WORK –from County Code Chapter 31- PROCUREMENT

Sec. 31-176. Construction projects.

- (a) Except as provided in section 31-177 (Design-build projects), a person selected to perform architect-engineer or land surveying services shall not be eligible for consideration for construction projects that result from the person's design or engineering services obtained separately from construction services.
- (b) The successful person is not precluded from providing project management or construction management services for the design or engineering services which it has provided.

PROPOSAL REVIEW AND EVALUATION

Proposals shall be handled so as to prevent disclosure of the identity of any Offeror or the contents of any proposal to competing Offerors during the process of negotiation.

After the RFP has closed, Procurement Division staff prepares a register of proposals containing the name of each Offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals is open to public inspection only after contract award. Procurement Division staff delivers the RFP submittals to the Evaluation Committee Chairperson. The Evaluation Committee reviews and evaluates the submittals. Interviews are only for the purpose of clarification and may be used for adjusting the final score. Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably likely to be selected for award for the purpose of clarification to ensure full understanding and conformation with solicitation requirements for the purpose of obtaining best and final offers. The Evaluation Committee Chairperson forwards the final evaluation results to the Procurement Division. Award shall be made to the responsible Offeror whose proposal is determined in writing by the Evaluation Committee to be the most advantageous to the County, taking into consideration the evaluation criteria set forth in the solicitation.

AWARD OF SOLICITATION

Following award of the solicitation by County Council, the successful Offeror will be required to execute a contract with County in accordance with the terms and conditions set forth in the Services Agreement, a sample of which is attached as Exhibit "A." Offeror may identify any exception or other requirements to the terms and provisions in the Services Agreement, along with proposed alternative language addressing the exception; County may, but is not required to, negotiate changes in contract terms and provisions. The Services Agreement as finally agreed upon must be in form and content acceptable to County.

PROCUREMENT PREFERENCES

Preferences in purchasing by formal bid, or request for proposal or qualifications shall be in accordance with New Mexico Statutes, Section 13-1-21 NMSA 1978 et al. Offeror must provide a copy of state-issued preference certificate if requesting a preference.

OBLIGATIONS OF FEDERAL CONTRACTORS AND SUBCONTRACTORS; EQUAL OPPORTUNITY CLAUSES

Contractors and Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4, 60- 300.5 and 60-741. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

Contractors and subcontractors agree to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A.

ILLEGAL ACTS

The Los Alamos County Procurement Code, Article 9, imposes remedies and penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

CERTIFICATION FORM REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

An Offeror shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters Form, attached as Exhibit "B," and submit with the proposal. This Form serves as a warrant of the vendor's responsibility, and may not necessarily preclude the vendor from consideration for award.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

A Campaign Contribution Disclosure Form is attached as Exhibit "C." The Offeror is requested to complete and submit with the proposal. If Form is not submitted with the proposal, upon award, Contractor must submit this form, in accordance with Chapter 81 of the laws of 2006 of the State of New Mexico.

VERIFICATION OF AUTHORIZED OFFEROR

A Verification of Authorized Offeror Form is attached as Exhibit "D." The Offeror is requested to complete and submit with the proposal. This Form provides County with the name and information of the authorized Officer who can obligate the selected firm in providing the services to Los Alamos County.

SECTION C: PROPOSAL REQUIREMENTS

PROPOSAL FORMAT

In order to facilitate evaluation, please format your proposal in the same order indicated below. Responses must include, Completed Proposal, including cost, on Proposer's own document. Additionally, complete and return COST SUMMARY SHEET, Exhibit "E" as part of the proposal response.

Proposals shall address the following items:

- A. Within the proposal, the Proposer shall provide:
 - 1. Describe their qualifications to perform the Statement of Services and Scope of Work described herein.
 - 2. Resumes of the primary members of the design team.
- B. Proposers must clearly demonstrate they currently have the requisite staff and necessary architectural and engineering expertise for this project.
 - 1. Proposer shall provide a minimum of 5 examples of their experience working on state or nationally registered historic projects.
 - 2. Examples shall contain the scope of work, specific role this team played, budgeted and actual cost for construction.
 - 3. Examples of projects that obtained a state or national level historic building or site registration.
- C. In the cost section of their proposal, Proposer shall describe their pricing and/or fee structure for a possible change in construction budget, prior to the construction document phase, assuming a change to budget or project scope is made by County prior to the start of construction document phase.
- D. Cost Proposal shall include a breakdown by:
 - 1. Phase 1 work.
 - 2. Phase 2 work.
 - 3. Historic registration work.
 - 4. Estimated NTE reimbursable expenses for Phase 1, Phase 2 and historic registration work.
 - 5. Include a schedule of hourly rates of the various staffing levels that will work on the project as well as a reimbursable expense rate schedule for travel and reproduction costs.
 - 6. Lastly, include a schedule of how the lump sum professional service fees would change if the construction budget were revised by County Council prior to the completion of the design development work.
- E. Copy of Team's State of New Mexico Professional License(s) with proper classifications.
- F. Provide permanent main office address of Company.
- G. Provide Organization's founding date.
- H. If incorporated, provide a certificate of good standing from the New Mexico Secretary of State's Office.

- I. The Respondent is hereby notified that by submitting a response to this RFP they authorize the County to authorize any person, firm, or corporation to furnish any information requested by the County or designated representative in verification of the recitals comprising this Statement of Respondent's Qualifications.
- J. Respondents should submit the signed Certificate Regarding Debarment, Suspension, and Other Responsibility Matters, Exhibit "B."
- K. Proposals shall address the following items and be less than 25 pages:
 1. Introduction, identification, and Statement of Qualifications of the proposed project manager;
 2. Introduction, identification, and Statement of Qualifications of all sub-consultants and/or discipline leads;
 3. Proposer's or team's prior experience with similar type services and working with local governments;
 4. Submit a minimum of five (5) professional references related to design services;
 5. Submit a minimum of five (5) professional references related to historic preservation;
 6. Consultant or team's prior experience with work on buildings on the National Register of Historic Places, collaboration with the State Historic Preservation Office, and with government-owned facilities
 7. Proposer shall describe QA/QC procedures to be used for the duration of the construction contract. This item is not considered to be included in the 25 page requirement, or as part of the evaluation.
- L. Individual Addendums with Acknowledgement.

PROPOSAL EVALUATION CRITERIA: As described and/or demonstrated in the RFP response.

	Criteria	Weighted Points
1	Experience and Qualifications.	30
2	Requisite Staff and Necessary Engineering Expertise.	20
3	Historic Registration Expertise.	20
4	Cost (Cost Proposal)	20
5	Completeness and professionalism of the Response	10
	Total Score	100

SECTION D: DOCUMENTS TO BE INCLUDED IN PROPOSAL

- 1. Exhibit "B" CERTIFICATION REGARDING DEBARMENT**
- 2. Exhibit "C" CAMPAIGN CONTRIBUTION DISCLOSURE FORM**
- 3. Exhibit "D" VERIFICATION OF AUTHORIZED OFFEROR**
- 4. Exhibit "E" COST SUMMARY SHEET**

SECTION E: EXHIBITS

Exhibit "A"
SAMPLE SERVICES AGREEMENT
RFP NO: 21-45

RFP Name: WAC Design and Historic Registration Services

AGR21-XX



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 _____, a _____ corporation ("Contractor"), to be effective for all purposes _____, 20xx.

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. 21-_____ (the "RFP") on _____, requesting proposals for _____, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated _____ ("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

[FOR CONTRACTS MORE THAN \$200,000.00] -- WHEREAS, the County Council approved this Agreement at a public meeting held on _____; and

[FOR CONTRACTS MORE THAN \$50,000.00] -- WHEREAS, the Board of Public Utilities approved this Agreement at a public meeting held on _____; and

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

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

SECTION A. SERVICES:

1. Contractor Services.

2. Deliverables.

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

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** County shall pay compensation for performance of the Services in an amount not to exceed _____ (\$_____), 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," attached hereto and made a part hereof for all purposes.

2. **Monthly Invoices.** Contractor shall submit itemized *[monthly]* invoices to County's Project Manager showing amount of compensation due, amount of any NMGR, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

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

SECTION E. STATUS OF 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 will 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 the 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 will 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 exceeds 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 the 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 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 will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if 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; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance,** with a limit of not less than \$1,000,000 each Claim, with a \$1,000,000 annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

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. APPLICABLE LAW: 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. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

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

SECTION N. 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.

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

SECTION P. 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 Q. 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 will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to 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 the 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 S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Project Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 100
Los Alamos, New Mexico 87544

Contractor:

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

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

SECTION V. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable; and (ii) all other provisions of this Agreement will remain in effect.

SECTION W. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form is attached as Exhibit "C." Contractor must submit this form with this Agreement, if applicable.

OR

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

_____, A _____ CORPORATION

BY: _____
DATE

Exhibit "B"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

RFP NO: 21-45

RFP Name: WAC Design and Historic Registration Services

This document should be returned with RFP submittal.

- (1) I or We, _____ (the "Vendor") hereby certify to the best of our knowledge and belief that neither the Vendor nor any of its principals:
- (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local department or agency;
 - (b) have, within a 3-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for - commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records; making false statements; or receiving stolen property;
 - (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) are not considered to be an "immediate family member" of a County employee or public official. Immediate family means the employee's or public official's spouse, parents, step-parents, child, step-child, sibling, step-sibling, half-sibling, grandparent, grandchild, aunt, uncle, niece, nephew, or their in-laws, or an individual claimed by the public official or his/her spouse as a dependent under the United States Internal Revenue Code.
 - (e) have within a 3-year period preceding this Application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) If we are unable to certify to any of the statements in this certification, we shall attach an explanation hereto.
- (3) Certification to any of the statements in this certification will be thoroughly reviewed, and may not necessarily preclude the Vendor from consideration for award.
- (4) Falsification of any statement in this Form shall constitute grounds for non-consideration of the vendor's proposal or rescinding of a contract award.

Date

Authorized Representative's Signature

Print Name

Print Title

Exhibit “C”

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP NO: 21-45

RFP Name: WAC Design and Historic Registration Services

This document should be returned with RFP submittal.

Any prospective contractor seeking to enter into a contract with the Incorporated County of Los Alamos must file this form disclosing whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official during the two (2) years prior to the date on which prospective contractor submits a proposal or, in the case of a sole source or small purchase contract, the two (2) years prior to the date prospective contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds TWO HUNDRED FIFTY DOLLARS (\$250.00) over the two (2) year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other things of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of:
(a) a prospective contractor, if the prospective contractor is a natural person; or
(b) an owner of a prospective contractor;.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS: (Report any applicable contributions made to the following - COUNTY COUNCILORS: Denise Derkacs; David Izraelevitz; David Reagor; James Robinson; Randal Ryti; Sara Scott; and Sean Williams.)

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Exhibit "D"

**VERIFICATION OF AUTHORIZED OFFEROR
RFP NO: 21-45
RFP Name: WAC Design and Historic Registration Services**

This document should be returned with RFP submittal.

Sec. 31-261. - State and local preferences.

(a) *Definitions.* For the purposes of this section:

- (1) The terms "resident business" and "resident veteran business" shall be defined as set out in NMSA 1978, § 13-1-21;
- (2) The term "local" as applied to a business shall mean that it meets the requirements of the above definition, maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license.

(b) *Requirements for preference qualification.* The chief purchasing officer shall determine if a preference is applicable to a particular bid or offer on a case-by-case basis. A bidder or offeror must submit a written request for preference, with a copy of the state-issued preference certificate, with its bid or proposal to qualify for this preference.

- (1) If a corporation, it shall be incorporated in New Mexico and maintain its principal office and place of business in the state;
- (2) A person shall have qualified with the state chief purchasing officer as a resident business or resident veteran business and obtained a certification number as provided in NMSA 1978, § 13-1-22.

(c) *Preference factor.*

- (1) The preference factor for qualifying resident and local businesses applied to bids and proposals shall be five percent.
- (2) The preference factor for qualifying resident veteran businesses shall be in accordance with the requirements set forth in NMSA 1978, § 13-1-21.

(d) *Invitations for bids.* When bids are received, the price quoted by the qualifying vendor shall be multiplied by 0.95. After application of the preference factor, the contract shall be awarded to the lowest bidder. If one or more low prices are equal, the bid shall be awarded with respect to the next category of offerors listed below, and the next, until an offer qualifies for award. The priority of categories of offers is as follows:

- (1) Local business;
- (2) Resident business.

(e) *Requests for proposals.* When proposals are received, the total evaluation score with or without the cost factor of each proposal received from a qualifying vendor shall be multiplied by 1.05. After application of the factor, the contract shall be awarded to the highest score. If one or more scores are equal, the same procedure shall be followed with respect to the next category of offerors listed, and the next, until an offer qualifies for award. The priority of categories of offerors is the same as listed in subsection (d) of this section.

(f) *Exemptions from preferences.* The resident and local preference specified in this article shall not be applied:

- (1) To requests for qualifications;
- (2) To any purchase of goods or services in excess of \$500,000.00;
- (3) When the expenditure of federal funds designated in whole or in part for a specific purchase is involved; or
- (4) When the expenditure of grant funds, a condition of which prohibits a local preference, is involved.

(Ord. No. 02-098, § 2, 12-2-2008; Ord. No. 02-305, § 8, 2-25-2020)

Are you requesting Preference? ___ Yes ___ No

If yes, please continue to answer the following questions and attach all requested documentation.

Are you a "resident business" as defined by NMSA 1978 §13-1-21, which means a business that has a valid resident business certificate issued by the taxation and revenue department pursuant to Section 13-1-22 NMSA 1978, but does not include a resident veteran business. ___ Yes ___ No

If yes, please attach a valid resident business certificate issued by the NM Taxation and Revenue Department (NMTRD).

Are you a local business as defined by County Procurement Code Section 31-261, which means that the local business meets the requirements of the above definition of a "resident business," maintains its principal office and place of business in Los Alamos County, and has a required Los Alamos County business license. ___ Yes ___ No

If yes, please answer the following:

Do you have a valid resident business certificate issued by NMTRD? ___ Yes ___ No

If yes, please attach.

Do you maintain your principal office in Los Alamos County? ___ Yes ___ No

Do you maintain your place of business in Los Alamos County? ___ Yes ___ No

Do you have a Los Alamos County business license? ___ Yes ___ No

If yes, please attach.

Having read the proposal conditions and examined the scope of services and deliverables for this RFP, this Proposal is hereby submitted by:

Signature and Printed Name of Authorized Offeror Title

Organization's Legal Name State of Incorporation

Email Address

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone No.

Federal Tax I.D. # NM CRS # (if located in-state)

Contract Manager Printed Name, Title and Email Address

If your firm meets the definition of one or more of the types of business described below as defined by the Small Business Administration, please check the appropriate box:

- ☐ Small Business
- ☐ Woman-owned Business
- ☐ Minority-owned Business

Exhibit "E"
COST SUMMARY SHEET
RFP NO: 21-45

RFP Name: WAC Design and Historic Registration Services

This attachment shall be returned with the RFP submittal.

Offeror (Company Name): _____

COST PROPOSAL: The cost proposal should be included as part Respondent's Proposal Response Packet. The following list is a sample representation of the items the County knows currently could possibly need to be tested and abated. If price breaks exist for varying quantity, please specify. If more items are provided by your company, please list.

Item No.	Description	Unit of Measure
1	Phase 1	Not to exceed amount
2	Phase 2	Not to exceed amount
3	Historic Registration	Not to exceed amount
4	NTE Reimbursable Expense Amount	Not to Exceed Amount
	Total Proposal	

Item No.	Description	Unit of Measure
5	Staff Hourly Rates	Listed Unit Rates
6	Reimbursable Expense Rates Sheet	Listed Unit Rates
7	Professional Service Rate Schedule if Construction Budget Revised before end of Design Development work	Fee as percentage of construction cost for construction documents through construction administration work

INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544 (505) 661-4568
Procurement Division



March 17, 2021

TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:

Request for Proposals No. RFP21-45
RFP Name: WAC Design and Historic Registration Services

Addendum No. 1

This Addendum No. 1 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

1. Los Alamos County possesses several sheets from the original construction plans which are now available for review on the FTP Site.

[ftp://files.losalamosnm.us/pw/RFP_21-45 WAC Design and Historic Registration Services/](ftp://files.losalamosnm.us/pw/RFP_21-45_WAC_Design_and_Historic_Registration_Services/)

Note: Google Chrome no longer supports FTP access, internet browsers such as Internet Explorer and Firefox do currently support FTP access.

All other provisions of the Solicitation Documents shall remain unchanged. This Addendum No.1 is hereby made a part of the Solicitation Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof.

Each Respondent is requested to acknowledge receipt of this Addendum No. 1 with the Proposal Forms.

I hereby acknowledge receipt of this Addendum No.1.

Signed	Print Name	Date
<hr/>		
Title	Company	

INCORPORATED COUNTY OF LOS ALAMOS

101 Camino Entrada, Building 3
Los Alamos, New Mexico 87544 (505) 661-4568
Procurement Division



March 25, 2021

TO ALL HOLDERS OF SOLICITATION DOCUMENTS FOR:

Request for Proposals No. RFP21-45
RFP Name: WAC Design and Historic Registration

Addendum No. 2

This Addendum No. 2 forms a part of the Solicitation Documents and modifies, as noted below, the original Solicitation Documents identified above.

Please see below the agenda from the Non-Mandatory Pre-Proposal Meeting held March 23, 2021.

PRE-PROPOSAL AGENDA **WAC Design and Historic Registration Services** **RFP 21-45** **March 23, 2021, 10am**

1. Welcome and Introductions
2. Plans and specs available on the County's Projects web site
 - a. Original Proposal Doc and Addendum 1 (original drawings) have been issued so far.
 - b. Addendum 2 will include the sign-in sheet, Q&A from the meeting, minutes from this meeting and other information
 - c. Proposals are due April 13, 2021, 2pm @ Procurement
 - d. Please contact Derrill Rodgers for the proposal package since electronic form is the only means of obtaining forms. derrill.rodgers@lacnm.us
 - e. Please submit any questions or feedback to Wayne via email by Wednesday March 31, noon. Wayne.kohlrust@lacnm.us
3. Scope and some high points
 - a. The County purchased the building from the Christian Science Church in 2020 and has been working toward what the building will be ultimately purposed.

- b. The desire of the County is to capture the identity of the building currently, which is mostly the same from its original construction in 1943. Then, document the improvements. Finally, assist in registering the facility as an Historic building.
 - c. Assist with the change in Zoning to what the building's final purpose will become.
 - d. Assist in public meetings to capture suggestions and comments received.
 - e. Provide design services based on County direction.
- 4. Permit Information
 - a. Ultimately, construction will be permitted through CID for Building, Mechanical, Plumbing and HVAC, as well as the Los Alamos County Fire Marshal's office for all fire suppression and notification equipment.
 - b. County will submit the Construction Drawings to CID.
- 5. Project timing:
 - a. Award May 2021
 - b. Assess the current facility for compliance with current code and work required to bring the building up to code.
 - c. Facilitate up to 10 meetings during programming and design, including County Board, Commission and Council presentations.
 - d. Desire to enter construction in 2022 or 2023, with a 12 months construction time.
- 6. Contractor schedule for procurement, progress, values for progress payments, submittals, QC Plan
 - a. Progress is generally measured by estimates of work completed.
 - b. Values for progress payments are based on the schedule of values that the contractor is required to submit prior to the first payment request along with a cost-loaded schedule (preferably in MS Project)
 - c. Contractor to provide an updated schedule showing project progress with each Pay Application.
- 7. Other items of note:
 - a. It is anticipated that the testing of materials for asbestos and lead-based paint will be contracted by the County through one of its On-Call testing and Abatement contractors.
 - b. Asbestos Abatement will occur during Design.
 - c. Lead-based paint abatement will need to be included in the construction specifications so the work can occur during construction and coordinated by the GC
- 8. Maintaining record documents
 - a. Consultant shall be responsible for assisting with the compiling of information from the public meetings and providing Construction Documents for and reviewing as-built documents after construction. Also, Consultant shall prepare all the required documents for the Historic Registration process and assisting the County with said registration.
- 9. Questions from attendees
- 10. Tour

Please see below the attendance sheet for the Non-Mandatory Pre-Proposal Meeting: