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August 4, 2021

## Proposal for Architectural Design Services

Dr. Martin Moore, City Manager  
City of Rio Communities  
P.O. Box 565  
360 Rio Communities Blvd.  
Rio Communities, NM 87002

Project: Rio Communities City Hall – Phase 1 Tenant Improvements

Dear Marty,

We thank you for the opportunity to continue our relationship with the City of Rio Communities by providing professional services for the first phase of the Tenant Improvements at City Hall Building. The scope of work and the associated fee proposal is prepared in accordance with our previous discussions and based the Conceptual Plans presented to City Council July 26, 2021. Project requirements noted herein.

### A. Project Scope:

The existing Rio Communities City Hall building was completely renovated in 1981 and has had several minor renovations and updates since. FBT recently completed Conceptual Design of a Master Plan for the entire facility. Our phase 1 work includes:

1. Renovation of approximately 2,800 SF for new administrative offices, conference room, work room, and new main entrance/lobby.
2. Associated Mechanical, Electrical and Plumbing design and engineering.
3. Technology & AV improvements will include rough-in requirements coordinated with the Owner's vendor
4. Fire protection will be limited to code requirements for Fire Alarm. Rough in for future fire sprinkler system will be provided in all new work areas.
5. Demolition work within the Phase 1 scope will be performed by the Owner. Our new work will coordinate with the demolition work.
6. All work outside of the Phase 1 Area (see attached) for building systems improvements is excluded and will be part of future phase.
7. Bidding of the work will be through public competitive bid.

### B. Fee:

Professional services fee is established based on the scope noted above, and shall be as follows:

• Design and Engineering	\$16,000
• Reimbursable Cost for Printing (Allowance)	<u>\$350</u>
Fee Total =	\$16,350
(Excludes NMGR)	

Reimbursable allowance is for reproduction material for Owner review packages/design presentations, and to be billed at cost. We limit this cost by focusing our document reviews and presentation materials to digital files only.

### Work Not Included in Design Services

The following services are typically furnished by the Owner and are excluded from this proposal:

1. Topographic, utilities & boundary survey
2. Geo-technical Soils analysis & report
3. Environmental Analysis of Existing Facility
4. Traffic Impact Studies
5. Furniture, fixtures & equipment selection & procurement
6. Civil Engineering Services & Landscape Design

**C. Assumptions & Qualifications**

The following services are typically furnished by the Owner and are excluded from this proposal:

1. All environmental assessments, testing, remediation/abatement procedures and community relations as may be required, are the sole responsibility of the Owner.
2. This proposal is based upon the preliminary Scope of Work noted in this proposal. Fee associated with changes and/or increases in scope of work will be processed as “Additional Services”, and in accordance with Article E of this proposal.

**D. Project Schedule**

The schedule noted below is preliminary, and will be finalized with Owner input. We anticipate 3-4 work sessions with the user group and Owner’s advisory group to complete the project.

Design and Documentation	6-8 weeks
Contractor Selection	4-6 weeks
Construction	8-12 weeks

**E. Additional Services:**

Additional Services are services that may be required but that are not included within this proposal such as changes in the project scope initiated by the Owner; extensive facility assessments; unforeseen conditions, etc. Additional Services shall be charged at the hourly rates outlined below. A charge of 10% of the cost of Additional Services of consultants shall be added to cover the Architect’s administrative expense.

No Additional Services shall be performed without the Owner’s prior approval.

HOURLY RATES

Managing Principal - Lead Design	\$190.00
Design Professional/Principal	\$150.00
Project Manager	\$125.00
Architect/Job Captain	\$95.00
Intern Architect/Draftsperson	\$75.00
Project Coordinator/Clerical	\$65.00

Plus State of New Mexico Gross Receipts Tax.

**F. Force Majeure:**

Both the Owner and FBT Architects agree that neither party is liable to the other for delays or other failures to perform according to contract terms when the failure to perform is due to causes such as wars, riots, revolutions, terrorism, wildfires, floods, earthquakes, storms, epidemics, pandemics and other acts of God beyond the control of either party.

**G. Opinion of Probable Construction Cost & Cost Overrun:**

Construction cost estimates provided by FBT Architects will be used as information to assist the Owner in value management of the project’s cost control. Due to social, economic or health related events that may adversely impact the construction industry, the Owner acknowledges that FBT has no control over the eventual cost or availability of labor, materials, equipment and systems. The opinion of probable construction cost is based on our professional judgment however FBT makes no warranty or guarantee of the eventual cost, which may vary significantly from our projections.

**H. Suspension of Services:**

If the Owner suspends the project for more than 30 days, FBT Architects will be immediately compensated for all services performed prior to the notice of suspension. Further, if a project is suspended for more than 90 days, FBT has the right to terminate the Owner/Architect agreement. Pursuant to Owner's direction to restart the project, FBT will negotiate and add compensation for the additional time and expenses related to restarting the project

**I. Limitation of Liability:**

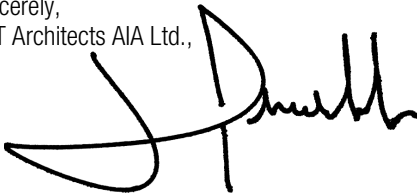
In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Consultants officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability shall not exceed \$30,000, or the Architect's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law

**J. Invoicing:**

Fees shall be invoiced on or about the first of each month for work accomplished to that time. Invoices are due and payable upon receipt. Unpaid invoices or portions thereof unpaid for an excess of thirty days shall accrue interest at the rate of 1% per month. Any waiver of this late charge for any invoice shall not constitute a waiver of the late charge with respect to any other invoice. In addition to late charges, all reasonable costs of collection shall be paid by Owner including reasonable attorney's fees. If suit is brought to obtain payment of any invoice, Owner agrees to pay all costs of collection including reasonable attorney's fees which shall be presumed to be 25% of the outstanding invoice including late charges.

If you have any questions regarding any of the above, please do not hesitate to contact me.

Sincerely,  
FBT Architects AIA Ltd.,



Jeremy Trumble LEED AP BD + C  
Principal

Accepted and approved -

By: \_\_\_\_\_  
Name:

Date: \_\_\_\_\_