Item# 23-0068
Munis Contract# 3203904

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **CDM Smith Inc.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-135 Cooperative procurement authorized. C.; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as professional engineer, rendering services related to engineering services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of 18 months, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services-for the City:

The Contractor shall provide engineering design and consulting services, project management and construction oversight for the City as described in Exhibit "A" attached hereto.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily rendered, an amount not to exceed seventy-eight thousand three hundred and eighty five dollars ($78,385), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling six thousand five hundred and fifteen dollars and seventy-five cents ($6,515.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed eighty four thousand nine hundred dollars and seventy five cents ($84,900.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the

Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2 . By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records

shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
CDM Smith
6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or

the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Feb 28, 2023 10:53 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 28, 2023

CONTRACTOR:
CDM SMITH

Robert A. Fork

NAME

Associate, Client Service Leader
TITLE

DATE:2-16-23
CRS#01-147230-00-8

Registration # 17668

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 13, 2023 08:12 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 27, 2023 21:57 MST)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.

Exhibit A

6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

January 26, 2023

Jesse Roach PE, PhD
Director
City of Santa Fe Water
801 West San Mateo
Santa Fe, NM 87505

Subject: City of Santa Fe Water Distribution System Corrosion Evaluation

Dear Mr. Roach:

CDM Smith Inc. (CDM Smith) is pleased to present our scope of work and fee proposal for the City of Santa Fe (City) water distribution system corrosion evaluation.

The total fee for the proposed services is $78,385, exclusive of New Mexico Gross Receipts Tax, as detailed in the attached Scope of Services and Other Requirements. As discussed, this work will be completed using Camino Real Regional Utility Authority (CRRUA) Contract # 20-184 CRRUA between CRRUA and CDM Smith Inc. for engineering services as the procurement document in an agreement between the City of Santa Fe and CDM Smith.

If you have any questions or comments regarding this scope of work and fee, please call me at 505-353-3709. We look forward to working with the City on this project.

Sincerely,

Robert A. Fowlie, P.E., BCEE
Associate, Client Service Leader
CDM Smith Inc.

Ege Richardson, PhD, PE, PMP
Project Manager
CDM Smith Inc.

Attachment

City of Santa Fe
Water Distribution System Corrosion Evaluation
Scope of Services and Other Requirements

WORK ASSIGNMENT DESCRIPTION

The following Scope of Services describes the professional services to be provided by CDM Smith Inc. (Engineer) for the City of Santa Fe (City) for an evaluation of the City's water distribution system and an evaluation of corrosion control measures.

Beginning in May 2022, the City began experiencing widespread discolored water events. Investigations were conducted for each major event, and it was determined that the cause of one of the events may have been reverse flow or an increase in water velocity. The other events may have been caused by a change in source water which might have caused chemical destabilization in the existing pipe-scales. One thing common to all the events was that elevated concentrations of manganese were found in water samples collected during the events.

The City operates the Canyon Road Water Treatment Plant (CRWTP), which draws surface water from the Santa Fe River at Nichols Reservoir. The City also owns and operates seven groundwater wells within City Limits known as the City Wellfield, and 13 groundwater wells between City Limits and the Rio Grande known as the Buckman Wellfield which provide groundwater to the system. The Buckman Direct Diversion Water Treatment Facility (BDD) is co-owned by the City and Santa Fe County Utilities (SFCU)and treats Rio Grande surface water. SFCU uses surface water from BDD, while the City preferentially uses surface water from CRWTP and BDD with groundwater used mostly during times of high-water demand or drought.

Groundwater and surface water exhibit different water chemistry. Understanding differences in water chemistry between source waters is important for forecasting water quality impacts such as increased corrosion in existing water mains resulting in pipe-scale destabilization and discolored water complaints. Water chemistry of different water sources can also have a corrosive effect on customer service lines and increase the possibility of lead and copper release.

As an example of potential risk, pipe scaling dominated by manganese or iron can be sensitive to changes in oxidation-reduction potential (ORP), especially when changing from a groundwater source to a surface water source and vice-versa. Knowing the condition of the distribution system can provide insight to the impacts of blending and changing water sources. It can also identify if adjustments to the existing corrosion chemical treatment system at BDD are needed, and if physical scale removal through unidirectional flushing prior to the introduction of the new water source will provide added benefit.

SCOPE OF WORK

Task 1: Project Management

This task involves the day-to-day administrative, technical, and financial management of the project activities including managing the project, schedule, and scope. This effort also includes coordination meetings and maintenance of project files.

The Engineer will employ its firm's written quality control procedures throughout the course of the project. Technical specialist reviews are a part of the quality control procedures and are included within each of the tasks described below.

Assumptions:

- The project duration will be 5 months from the Notice to Proceed.
- One project kick-off meeting will be held virtually.

Deliverables:

- Monthly invoices and progress reports in pdf format submitted electronically
- Kick-off meeting agenda and meeting notes in pdf format submitted electronically

Task 2: Initial Workshop and Kickoff Meeting

The Engineer will organize and conduct a project kickoff meeting and an initial workshop. The meeting will cover the following items:

- Introduction of teams and the respective roles/responsibilities
- Review of project objectives and City expectations & requirements
- Review of project execution plan (project scope of work, deliverables, and baseline schedule)
- Discussion of project communication plan
- Identification and coordination of immediate project activities and information needs.
    - Approach for conducting a distribution system assessment
    - How to collect samples using fire hydrants
    - Request for historic water quality data collected by the City
    - Facility needs during the water quality assessment
    - How to choose sample locations

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Assumptions:

- The meeting will be virtual through Microsoft Teams.

Deliverables:

- Kick-off meeting and workshop agenda submitted electronically in pdf format

Task 3: Water Quality Data Review and Sampling Plan

The purpose of this task is to review the initial water quality data from the City and prepare a distribution system sampling plan.

This task will include gathering and reviewing key water quality and compliance treatment and distribution data from the City, including production rates from the water treatment plants and the groundwater wells. The Engineer will meet virtually with City staff to identify hydrant sampling locations in the distribution system. Based on input from the City, the Engineer will develop a Sampling Plan.

Assumptions:

- Engineer will submit a list of historic water quality and flow data needed from the City for the past three years and the past three lead and copper sample events.
- The City will compile and deliver the requested data to CDM Smith in Microsoft Excel file format.
- Engineer will request from the City a snapshot of the overall system schematic from the City's hydraulic model to identify direction of water flow and water age as water travels through the distribution system.
- Engineer will request the shape files from the City's GIS system with the following information:
    - Distribution mains: pipe material, pipe diameter, length of pipe, age of pipe
    - Fire hydrants ID
- Approximately 30 sample locations will be chosen based on pipe material, pipe age, and geographical location.

Deliverables:

- Meeting agenda submitted electronically in pdf format
- Sampling Plan for distribution system water quality assessment submitted electronically in pdf format

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Task 4: Distribution System Water Quality Assessment and Field Testing

The objective of this task is to conduct field testing and assessment of water quality in distribution system. The Engineer will perform the following tasks:

- Identify the concentration and types of mobile deposits in the distribution system to characterize the system based on pipe-material and geographical location.
- Based on the Sampling Plan and with the assistance of the City's distribution system staff to operate hydrants, collect samples throughout the City's distribution system at key locations that are identified in task 3.
- Analyze collected samples for key water quality parameters that are normally not collected in distribution systems (such as oxidation reduction potential) that can be used for modelling distribution water quality and pipe-scale release. Several samples will require analysis from an outside certified laboratory.
- Review treated water quality produced at BDD and the CRWTP and distribution water quality that could impact existing pipe-scales.
- Utilize geochemical, water quality and metal solubility computer models to identify current metal species and to model impacts from changes in water quality due to changes in source water or blended water.
- Develop key water quality parameters and source water blending ranges for each source.

Assumptions:

- Engineer along with City staff will collect low flow and high flow samples from designated fire hydrants as identified in the Sampling Plan developed in Task 3. This sampling is expected to take three days.
- City staff will open the hydrants and flow them through diffusers so as not to incur damage to private property.
- City staff will flow hydrants at a high flow (between 500 gpm – 800 gpm) for approximately 1 minute at each sample location.
- City staff will be expected to have their own flushing equipment and vehicles.
- Engineer will collect samples from the hydrant and conduct field analysis using laboratory equipment and chemical reagents provided by Engineer.
- Engineer will provide its own vehicle and staff to collect samples.
- After samples are collected, Engineer will finish the analysis of samples at an appropriate location owned by the City, preferably one of the City's water treatment plants.

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- Engineer will collect five samples which will be submitted to Hall Environmental Laboratory for metals and anion analysis. CDM Smith staff will prepared the chain of custody.
- The cost provided includes labor, field equipment, field and certified lab analyses.
- Developing a system flushing plan to minimize sediment and metal buildup in the mains is not part of this proposal but can be included in future authorizations.
- Developing detailed treatment plan or a distribution system monitoring program are not part of this proposal but can be included in future authorizations.

Task 5: Water Distribution System Corrosion Evaluation Report

Subtask 5.1: Draft Report

The Engineer will prepare a draft report to present the information developed in Tasks 2, 3, and 4. The report will identify current conditions and recommend ways to achieve pipe scale stability in the distribution system, including lead and copper solubility in customer homes.

Assumptions:

- The City will provide a compiled summary of review comments on the Draft Report within 4-weeks after submittal.

Deliverables:

- Draft Report submitted electronically in pdf format

Subtask 5.2: Review Workshop with the City

The Engineer will coordinate and conduct a review workshop with the City staff. This workshop will review the findings of the distribution assessment and recommended next steps to optimize pipe-scale stability in the City's distribution system.

Assumptions:

- The Engineer will organize an in-person workshop at the City.
- The workshop will be held within 2-weeks after submittal of the Draft Report.

Subtask 5.3: Final Report

Following the workshop and after receiving the City's comments on the Draft Report, the Engineer will prepare the Final Report. This Final Report can be submitted to regulatory agencies as a corrosion control study under the Interim Lead and Copper Rule Revisions.

Assumptions:

- The final report will be submitted within 4-weeks of the comments received from the City.

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Deliverables:

- Final Report submitted electronically in pdf format and one hard copy

TIME OF SERVICES

Engineer will complete all services described in this Scope of Work within 5 months from the date of Notice to Proceed.

PAYMENT

The total amount for these services is lump sum for a total of $78,385, exclusive of New Mexico Gross Receipts Tax (NMGRT).

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Exhibit A - City of Santa Fe
Water Distribution System Corrosion Evaluation
Project Level of Effort Estimate

	Labor								Total Hours	Labo
Task / Activity	Client Service Leader	Project Manager	Specialist / Engineer VIII	Senior Reviewer	Field Engineer	Contract Admin	Editor	Admin Assistant		
	Robert	Ege	Rich	Sandy	Cole	Shannon	TBD	Cheryl		
Rate:	$260	$220	$260	$260	$120	$120	$150	$100		
Task 1 : Project Management	**0**	**20**	**0**	**0**	**0**	**8**	**0**	**10**	**38**	**$**
Setup, progress rprts, coordination		20				8		10	38	$
Task 2: Initial Workshop and Kickoff Meeting	**2**	**6**	**10**	**2**	**4**	**0**	**0**	**0**	**24**	**$**
Preparation		4	8		2				14	$
Client workshop	2	2	2	2	2				10	$
Task 3: Data Review and Sampling Plan	**0**	**1**	**20**	**0**	**24**	**0**	**2**	**4**	**51**	**$**
Data analysis			10		12				22	$
Preparation of sampling plan		1	10		12		2	4	29	$
Task 4: Water Quality Sampling	**0**	**0**	**40**	**0**	**40**	**0**	**0**	**0**	**80**	**$1**
Field testing			40		40				80	$1
Task 5: Report	**6**	**14**	**70**	**6**	**58**	**0**	**6**	**10**	**170**	**$3**
Draft report		2	40		40				82	$1
Reviews and QC	2	4		4			6	6	22	$
Workshop preparation		2	4		4				10	$

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Rick Carpenter, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: **February 15, 2023**

To: **John Blair, City Manager**

Via: Emily Oster, Finance Director
Joann Lovato, Purchasing Division

From: Jesse Roach, Director, City of Santa Fe Water, Interim Director Public Utilities Department JR

ITEM

Contract with CDM Smith for $73,385 plus GRT for system evaluation related to 2022 brown water events. Approval of a BAR/Increase in the amount of $60,000 from the Water Enterprise Fund Cash Balance

BACKGROUND

Brown water discharge from potable pipes is typically the result of either a mechanical disruption that increases water velocities in the pipes, or a change in water chemistry in the water in those pipes. In either case the discoloration results from chemical precipitates or scales inside the pipes being mobilized and discoloring the water.

From May through August 2022, City of Santa Fe Water (Water) experienced an increased number of discolored water complaints. In addition to a general increase in these complaints across a wide spatial area starting in May, the (brown water) summer of 2022 was punctuated by three distinct events with a high degree of discoloration noted in specific locations. These included a June (7th – 8th) event focused in pressure zones 5 and 6 that was the result of mechanical disruption due to a large, rapid main break, a July (5th – 8th) event focused in pressure zones 1 and 2 whose cause remains unknow, and an August (25th through 29th) event focused on pressure zone 4 in the downtown that appears to be a mechanical disruption as a result of operations designed to move water from the Hydro Tank to the 10MG Tank.

The constituent that caused the discolored water in all of the events was manganese. Manganese is a natural component of water, and particularly of our Santa Fe River supply. It is also added to the water as sodium permanganate, an oxidizing agent during treatment at CRWTP. For these reasons, manganese deposits are not uncommon in distribution pipes, particularly on the east side of town. Current work planned for Nichols Reservoir includes the addition of an aeration system to the reservoir which will reduce or eliminate the need

for addition of sodium permanganate during treatment. It is Water's hope that this aeration system will be the long-term solution to the sort of brown water events experienced in 2022. In the nearer term, two other initiatives are being implemented. First, a flushing plan focusing on areas experiencing a high rate of brown water complaints will be initiated this spring. Second, a comprehensive chemical analysis of different City water supplies as well as the chemical build up within the pipes by an expert in these issues is contemplated with the requested contract and budget adjustment request (BAR). The outcome of this analysis will include a corrosion control study with recommendations on how to reduce the likelihood of chemically driven brown water events in the City system going forward.

PROCUREMENT METHOD

Procurement under an existing contract from Dona Ana County On-Call contract 20-184 CRRUA

MUNIS CONTRACT #

3203904

FUNDING SOURCE

Fund Name/Number: Water Enterprise / 505
Munis Org Name/Number: Admin/Engineering / 5050381
Munis Object Name/Number: Engineering Services / 510320

ACTION REQUESTED

Approval of contract with CDM Smith for $73,385 plus GRT for water distribution system corrosion evaluation and BAR for this amount of $60,000.

Log # {Finance use only}:	
Batch # {Finance use only}:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/ Water	2/16/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Engineering Services	5050381	510320		60,000	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 60,000	$ -

AJH

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Water Enterprise Fund Cash balance to fund this contract.

AJH

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(60,000)
TOTAL:	(60,000)

Maya Martinez 2/16/2023
Prepared By {print name} Date

2/16/2023
Division Director Signature {optional} Date

Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 2/16/23
Budget Officer Date

Finance Director {≤ $5,000} Date
John Blair
John Blair (Feb 17, 2023 10:07 MST)

City Manager {≤ $60,000} Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203904**

Contractor: **CDM Smith**

Description: **2022 Brown Water Evaluation**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **upon approval** Term End Date: **12/31/23**

[☑] Approved by Council Date: **Pending CM approval**

Contract / Lease: contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments) **Original contract via original procurement through Dona Ana County**

3. **Procurement History:** _____

Purchasing Officer Review: Feb 22, 2023 Date:

Comment & Exceptions: Procured via existing contract from Doña Ana County with permission & exact T&C's.

4. **Funding Source:** **Water Enterprise Fund** **Org / Object:** **5050381.510320**

Andy Hopkins
Andy Hopkins (Feb 17, 2023 17:10 MST)

Budget Officer Approval: Feb 17, 2023 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CDM SMITH INC
DBA: CDM SMITH INC

Business Location: 6001 INDIAN SCHOOL RD NE SUITE 310
ALBUQUERQUE, NM 87110

CRS Number: 0114723008

Owner: CDM SMITH INC

License Number: 227289

License Type: Business License - Renewable

Issued Date: February 13, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: February 13, 2024

Fees Paid: $10.00

CDM SMITH INC
6001 San Pedro NE, Suite 310 NE
ALBUQUERQUE, NM 87110

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier : ADEGJ

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Commerce & Industry Ins Co	19410
INSURER B:	Underwriters At Lloyds London	15792
INSURER C:	Liberty Insurance Corporation	42404
INSURER D:	Liberty Mutual Fire Ins Co	23035
INSURER E:	LM Insurance Corporation	33600
INSURER F:		

INSURED
CDM Smith Inc.
75 State Street Suite 701
Boston MA 02109 USA

COVERAGES **CERTIFICATE NUMBER:** 570097829367 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			TB7611B8T8Z6043	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-611-B8T8Z6-063	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
E E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA561DB8T8Z6013 AOS WC5611B8T8Z6023 WI	01/01/2023 01/01/2023	01/01/2024 01/01/2024	X PER STATUTE OTH- E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Archit&Eng Prof			PSDEF2300033 Professional/Claims Made	01/01/2023	01/01/2024	Each Claim Aggregate	$1,000,000 $1,000,000

Certificate No : 570097829367

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: City of Santa Fe Water Distribution System Corrosion Evaluation.
City of Santa Fe Water is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

City of Santa Fe Water
Attn: Jesse Roach, PE, Phd
801 West San Mateo
Santa Fe NM 87505 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER	
See Certificate Number: 570097829367	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570097829367	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WA761DB8T8Z6033 MA & PR	01/01/2023	01/01/2024		

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AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570097829367	
CARRIER: See Certificate Number: 570097829367 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liab Policy PSDEF2300033

Beazley (Syndicates 2623/0623) - 25%
BRIT (Syndicate 2987) - 25%
Munitus (Syndicate 4242) - 12.5%
Re/Rn (Syndicate 1458) - 10%
Castelmga (Syndicate 2525) - 5%
Convex (Syndicate 1984) - 7.50%
Berkshire - 15%

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	Per the contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

Policy Number TB7-611-B8T8Z6-043
Issued by LIBERTY INSURANCE CORPORATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement,and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number AS2-611-B8T8Z6-063
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Blanket – as required by written contract		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	**Email Address or mailing address:**	**Number Days Notice:**
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-013 Effective Date 1/1/2023 Premium $

Issued to

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CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 02/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122
FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 10518329

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Cas Co of America	25674
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
CDM Smith Inc.
75 State Street Suite 701
Boston MA 02109 USA

COVERAGES **CERTIFICATE NUMBER:** 570097829410 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: City of Santa Fe Water Distribution System Corrosion Evaluation.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY CAUSES OF LOSS / DEDUCTIBLES [ ] BASIC — BUILDING [ ] BROAD — CONTENTS [X] SPECIAL [ ] EARTHQUAKE [ ] WIND [ ] FLOOD	QT6306B272843TIL23 Commercial Property	01/01/2023	01/01/2024	[ ] BUILDING [ ] PERSONAL PROPERTY [ ] BUSINESS INCOME [ ] EXTRA EXPENSE [ ] RENTAL VALUE [ ] BLANKET BUILDING [ ] BLANKET PERS PROP [ ] BLANKET BLDG & PP [X] Valuable Papers	$1,000,000
	[ ] INLAND MARINE CAUSES OF LOSS [ ] NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
	[ ] CRIME TYPE OF POLICY					
	[ ] BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe Water
Attn: Jesse Roach, PE, Phd
801 West San Mateo
Santa Fe NM 87505 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc.

Holder Identifier :

CERTIFICATE NUMBER: 570097829410

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CDM Smith

Procurement Title: Cooperative Procurement On-Call contract 20-184 CRRUA

Procurement Method: State Price Agreement ☐ *Other* ☒ *Sole Source* ☐ ☐

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Department Staff Name Jesse Roach, Interim PUD/Water Division Director

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	X	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Public Utilities Dept / Jesse Roach/ Interim PUD Director/ Water Division Director
Department Rep Printed Name (attesting that all information included) Title Date

Contracts Supervisor Feb 22, 2023
Purchasing Officer (attesting that all information is reviewed) Title Date

*

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

From: Brent Westmoreland
To: fowliera@cdmsmith.com
Cc: ROACH, JESSE D.
Subject: FW: CDM Smith Contract
Date: Friday, January 27, 2023 9:55:41 AM
Attachments: image001.png
image002.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Gentlemen,

Please see email below from DAC's contract administer, FYI:
This being the case, CRRUA has no issues with Santa Fe Water utilizing the CDM Smith on call contract they have with CRRUA.

Brent Westmoreland
Executive Director, CRRUA
Cell# 575-649-9349

From: Don Bullard <donb@donaanacounty.org>
Sent: Friday, January 27, 2023 9:30 AM
To: Brent Westmoreland <brentw@donaanacounty.org>
Cc: Juan Carlos Crosby <juancarlosc@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: RE: CDM Smith Contract

Good morning Brent,

In accordance with NMSA 13-1-129 of Procurement Code, Offerors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Dona Ana County.

Regards,

Donald E. Bullard, CPO
Purchasing Manager
Dona Ana County
Phone: 575-525-5927
Fax: 575-525-5930

DAC

From: Brent Westmoreland <brentw@donaanacounty.org>
Sent: Wednesday, January 25, 2023 7:43 AM
To: Don Bullard <donb@donaanacounty.org>
Cc: Juan Carlos Crosby <juancarlosc@donaanacounty.org>; Mary DeAvila <maryd@donaanacounty.org>
Subject: FW: CDM Smith Contract

Good morning Don,

Please see the email below, as well as the attachment.
Would it be acceptable for me to respond that it is that it is ok with us for them to use our on-call agreement with CDM Smith?

Brent
CRRUA
Cell# 575-649-9349

From: ROACH, JESSE D. <jdroach@santafenm.gov>
Sent: Tuesday, January 24, 2023 2:45 PM
To: Brent Westmoreland <brentw@donaanacounty.org>
Cc: MARTINEZ, MAYA F. <mfmartinez@santafenm.gov>
Subject: CDM Smith Contract

Hello Brent,

Robert Fowlie gave me your contact information, nice to meet you virtually.

The City of Santa Fe would like to piggy back on and obtain engineering services from CDM Smith based on pricing in your On-Call contract 20-184 CRRUA. Would that be ok with CRRUA? If so , we need written confirmation from CRRUA that you have no objection to our procurement of CDM Smith using this vehicle. Probably just a response to this email is sufficient, but if you would like additional verbiage, some I have seen on another example was: “if the vendor is agreeable to extend the pricing from our agreement, and your procurement rules allow you to use other agency agreements, feel free”.

As an aside, we are in the RFP process to renew our on-calls and will be adding piggy back language

to them, so if you are seeking technical assistance that isn't available through your existing contracts, happy to share our list of firms once we know it, hopefully by July.

Thank you for your consideration,

Jesse Roach PE PhD
Director
City of Santa Fe Water
www.santafenm.gov/water
505-955-4309
jdroach@santafenm.gov

CONTRACT # 20-184 CRRUA
Effective Date: 04 June 2020

CAMINO REAL REGIONAL UTILITY AUTHORITY
CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between the Camino Real Regional Utility Authority, hereinafter referred to as "CRRUA" and "Contractor" described below, collectively the "Parties", to provide services on behalf of the Camino Real Regional Utility Authority. It is acknowledged and understood by the Contractor that Dona Ana County ("County") is the contracted Fiscal Agent for CRRUA which includes Financial, IT, HR, and Procurement functions and is not a party to this contract.

Contractor Legal Name: CDM Smith, Inc.

Services Summary Description: Engineering Services for CRRUA Border Region

Initial Period of Performance shall be through: June 30, 2021

Pre-GRT, Total Annual Charges to this contract may not exceed: $ Per Task Order

This Contract complies with New Mexico and CRRUA procurement requirements as follows:

☑ RFP # 20-0022 ☐ Under $50,000/yr **or** ☑ CRRUA approval date: April 27, 2020

☐ Bid # _____ ☐ Under $50,000/yr **or** ☐ CRRUA approval date: _____

☐ "Qualified" Professional Service, Under $50,000 annually. Qualifications attached.

☐ Three Written Quotes under $30,000 annually. ☐ Quotes under $10,000 annually.

☐ Other: Revenue; non-financial MOA; or _____

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Camino Real Regional Utility Authority	Contractor: CDM Smith, Inc.
ATTN: Brent Westmoreland	ATTN: Robert A Fowlie, PE, BCEE
Title: Executive Director	Title: Associate/Client Service Leader
Street: P.O. Box 429	Street: 6001 Indian School Rd NE, Suite 310
City, State, Zip: Sunland Park, NM 88063	City, State, Zip: Albuquerque, NM 87110
Phone: (575) 589-2407	Phone: (505) 353-3709
Fax:	Fax:
Cell:	Cell: (505) 205-0342
Email: brentw@donaanacounty.org	Email: fowliera@cdmsmith.com

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to CRRUA on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by CRRUA on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence effective date **or date of last signature**, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation this Contract may be renewed for up to three (3) additional years, not to exceed a total of four (4) years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Camino Real Regional Utility Authority when and where appropriate or as required by CRRUA.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. CRRUA shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Camino Real Regional Utility Authority, or through its fiscal agent, to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of CRRUA.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the

administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of CRRUA.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of CRRUA and appropriate action acceptable to CRRUA shall be taken. The Contractor's failure to inform CRRUA of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by CRRUA.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:
Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend CRRUA, its fiscal agent, and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor's negligent acts, errors or omissions and intentional misconduct in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other

modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of CRRUA for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of CRRUA. Contractor is an independent contractor of CRRUA. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of CRRUA and shall not bind CRRUA in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. CRRUA, and Dona Ana County, its fiscal agent, shall be named as an additional insured as stipulated. Contractor's who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the CRRUA, through its fiscal agent, for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to CRRUA attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after CRRUA has received written notice of such change.

Required Insurance: As specified in the **RFP, BID documents or Attachment A.**

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract. Key personnel may not be changed without prior written approval of the authorized CRRUA Manager and inclusion of that written approval in the official Contract File which is held in County Purchasing Department in its capacity as the CRRUA fiscal agent.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between CRRUA or its fiscal agent and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no customer or practice of the parties at variance with the terms hereof, not any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 21 - NON-APPROPRIATION: CRRUA's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of CRRUA's budget. If CRRUA does not appropriate sufficient funds or DFA does not approve CRRUA's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The CRRUA's Board's determination that sufficient funds have not been appropriated, through CRRUA Board or DFA action, is firm, binding, and not subject to review.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon CRRUA until approved and signed by CRRUA and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of CRRUA or the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION:
This Article is deleted and replaced in its entirety included in Section II, Attachment A, Article III, Additional Agreements for A&E Contracts.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by CRRUA, its fiscal agent and designated auditor. CRRUA and its fiscal agent shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of CRRUA or its fiscal agent to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted CRRUA and its fiscal agent, releases CRRUA and the County, its officers and employees from all liabilities, claims, and obligations arising from or under this Contract. The Contractor agrees not to bind CRRUA or its fiscal agent to any obligation not assumed in this Contract, unless the Contractor has express written authority from CRRUA or its designated fiscal agent if so authorized to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:
Non-Governmental Entity: By entering into this Contract, CRRUA its fiscal agent and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra.*
Governmental Entity: By entering into this Contract, CRRUA, its fiscal agent and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by CRRUA at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of CRRUA or its fiscal agent if so authorized and inclusion of that written approval in the official Contract File in the Dona Ana County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications, justification of the request and written approval to hire or subcontract.

ARTICLE 32 - TERMINATION: CRRUA may terminate this contract for convenience, in whole or in part, by providing written notice to the Contractor thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.

b. CRRUA and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of

the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 34 - WAIVER: Any waiver by CRRUA of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent CRRUA from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

CRRUA:

Brent Westmoreland
CRRUA Executive Director / Chair

Date: 6-4-20

Robert A. Fowlie, PE, BCEE
Associate/Client Service Leader

Date: June 3, 2020

* * * * * * * *

Contractor's NM Taxation and Revenue Department ID Number: 01-147230008

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B – Cost per Unit Service			Required all Contracts
Attachment C – Contribution Disclosure			Required all Contracts
Attachment D – Related Party Disclosure			Required all Contracts
Attachment E – Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G – Insurance Certificates			By Attachment A Specifications
Attachment H – 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I – Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

Section I, Appendix A
Title VI Plan Compliance

Title VI Policy Statement

Doña Ana County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Doña Ana County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Doña Ana County program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited formsof discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

CONTRACTOR COMPLIANCE:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Doña Ana County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Doña Ana County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Doña Ana County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Doña Ana County to enter into any litigation to protect the interests of Doña Ana County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACTOR COMPLIANCE WITH STATUTES AND AUTHORITIES:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et. seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), {prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, {29 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, {29 U.S.C. § 794 *et seq.),* as amended, {prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),*(prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et* seq.

ATTACHMENT A

CDM Smith, Inc.

INSURANCE, SCOPE OF SERVICES, ADDITIONAL TERMS

I. INSURANCE

Contractor will provide a current Certificate of Insurance (COI) documenting coverage specified below and naming CRRUA and Doña Ana County (County) as Additional Insured (AI), where applicable. Contractor is required to maintain a current COI on file with the County Purchasing Department for the life of this contract. This contract requires the following minimum insurances:

	Standard Insurance	**Limits Not Less Than**
X	Commercial General Liability (AI)	$1,000,000/$2,000,000
	Automobile Liability	$1,000,000/$2,000,000
X	Worker's Compensation as required by State Law	As required by Law
	Excess/Umbrella	$5,000,000
X	Professional Liability / Errors & Omissions	$1,000,000/$2,000,000
X	Cyber Liability	$1,000,000/$3,000,000
	Property	$5,000,000
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law
	Specialized Insurance	
	Inland Marine	$1,000,000
	Garage Keeper's Liability	$50,000
	Medical and Clinic Liability under the Federal Tort Claims Act (FTCA)	$1,000,000
	Pollution	$1,000,000/$3,000,000
	Other / Specify:	

II. SCOPE OF SERVICES

The Camino Real Regional Utility Authority was formed with approval by the State of New Mexico Department of Finance and Administration, State Board of Finance, and State and Federal funding grants. Doña Ana County and the City of Sunland Park entered into a Joint Powers Agreement (JPA) on February 24, 2009 establishing the Camino Real Regional Utility Authority (CRRUA) which created an independent entity to own and operate sewer and water utilities, to sell sewer and water utility service, to adopt and administer subdivision, zoning, planning and platting rules and regulations within a designated service area, and to establish an extraterritorial zone within the County. The purpose of the JPA was to create, establish and empower an independent Water and Wastewater Utility Authority to provide municipal water and wastewater utility services to present and future development within a designated service area that encompasses the City of Sunland Park and a certain area within the unincorporated territory of Southern Doña

Ana County, and to provide for and administer subdivision, zoning, planning and platting regulations for present and future development within a designated service are within Southern Doña Ana County. Doña Ana County serves as the fiscal agent and provides certain fiscal management and administrative services and functions to CRRUA for water and wastewater utilities operations.

CDM Smith, Inc. (Contractor) shall provide professional engineering services to CRRUA for the CRRUA Border Region to include Santa Teresa and the City of Sunland Park for water and wastewater improvements. Services shall be performed in accordance with Contractor response to RFP #20-0022, hereby incorporated by reference into this contract.

A. Description of Services

Contractor has extensive experience in professional engineering services to oversee projects for CRRUA on a task order basis that include, but are not limited to, planning, design, preliminary engineering reports, environmental studies and clearances; rights-of-way and site acquisition; environmental permits, projects administration, start-up; and any other related activities for water and wastewater system improvements for the Border Region to include Santa Teresa and the City of Sunland Park, NM. The projects are expected to be multi-phased and are contingent upon the receipt of project funding by CRRUA. Contractor shall assist CRRUA in acquisition of project funding and shall be responsible for the phased completion of the work as funding becomes available and is directed by CRRUA.

Specific Responsibilities: Contractor shall be required to perform the following standard basic and additional services, including, but not limited to:

- Preliminary Design Phase
- Final Design Phase
- Environmental/Archeological Reports
- Geo-Technical Report
- Cost Estimates
- Bidding and Negotiations Phase
- Contract Development and Administration
- Construction Phase
- Operational Phase
- On-Site Construction Observation
- Coordination & Status Review Meetings
- Drainage Studies

Surveying Support

- Property Boundary Survey
- Topographic Survey
- Easement Survey
- Right-of Way Survey

Operational Phase Service

- Hydraulic modeling to determine impacts of proposed development on existing infrastructure
- Recommendation of improvements to meet demands

All work produced under the Contractor shall be the property of CRRUA unless expressly agreed upon otherwise, and CRRUA shall have full right to the use of said work.

B. Delivery of Services

This is a TASK ORDER based contract. All work performed under this contract shall be on a **Task Order** basis consisting of individually negotiated task orders. CRRUA will identify project elements to be implemented and CRRUA and Contractor shall negotiate the specific scope, fee, and schedule for the work to be accomplished documented on the task order form. Documentation of services, costs, and timeframes for delivery of services shall be in accordance with the individual task order. Task orders issued during the term, or any renewal thereto, shall continue to completion. A sample Task Order form is included in Attachment J.

1. The CRRUA Project Representative will issue a written "Task Order Request" to the Contractor. The task order request will describe the general nature and extent of the project, its scope, preliminary schedule, and rough order of magnitude cost estimate.
2. The Contractor shall prepare a proposal that includes an applicable scope of work, schedule, and budget, identifying key personnel assignments and potential subcontractors/sub-consultants.
3. The Contractor and CRRUA Project Representative will define a detailed scope of work, project schedule, consultant fee and other project management details.
4. The CRRUA Project Representative will provide final approval of the task order with a Notice to Proceed.
5. The Contractor shall be paid as specified in the specific task order and in accordance with Section I, Article 5 of this contract.
6. CRRUA and the County, as fiscal agent, will not compensate the Contractor for work associated with negotiation of the scope, schedule, and budget of individual task orders.

C. Deliverables and Reporting Requirements

Services and Delivery of Services are divided into the following broad categories with resultant delivery standards

1. Project Management and Coordination – Contractor shall organize, manage and coordinate the disciplines required to accomplish each task order and shall be capable of working on multiple task orders, if needed, at the same time. Contractor shall coordinate its work and efforts performed by CRRUA or County staff and other consultants or contractors. Contractor shall provide project management and contract administration services to facilitate efficient progress on each task order. Services may include, but not be limited to, the following:
    - Progress reporting, including status updates of active task orders with comparison of planned vs. actual schedules.
    - Project team management and coordination.
    - Meeting organization, facilitation, and documentation.

- Quality assurance/Quality control (QA/QC).

Potential Deliverables include but are not limited to the following:

- Monthly progress reports, including description of work accomplished and percent complete on each task order.
- Schedule updates, as required by task order scope, prepared using MS Project software.
- Meeting agendas, minutes, and notes, with revision as required.
- Quality Assurance/Quality Control (QA/QC) Plan.

2. Engineering Design Services – Contractor shall provide Engineering Services for CRRUA facilities, including but not limited to assessments, improvements, and upgrades to facilities and equipment, including but not limited to: pumps, blowers, motors, fans, electrical distribution system and power supplies, compressed air systems, HVAC systems, chillers, gates and actuators, generators, centrifuges, bar screens, seal water systems, boilers and hot water systems, CCTVs, fire alarm systems, human-machine interface and PLC programming. Services may include, but not be limited to, the following:

   - Evaluation of existing systems.
   - Data collection, review and analysis.
   - Engineering analyses, computer modeling, studies and report preparation.
   - Cost estimates at all phases of design development.
   - Life cycle cost analyses for mechanical and electrical systems.
   - Development, evaluation and recommendation of design alternatives.
   - Preparation of 30%, 60%, 90%, and 100% plans and specifications.
   - Capability to provide drawing in both electronic and hard copy formats.

   Potential Deliverables include but are not limited to the following:

   - Technical memoranda documenting field investigation findings, data collected analyses, and recommendations.
   - Engineering reports and studies.
   - Preliminary cost estimates and comparisons.
   - Preliminary drawing and specification documents for design alternatives.
   - Constructability reviews.
   - Final Cost Estimates.
   - Contract documents.
   - 30%, 60%, 90%, and 100%, plans and specifications in electronic (AutoCAD) and hard copy formats.
   - CAD files shall be prepared in AutoCAD 2000i or later release.
   - As-built drawings.

3. Other Engineering Related Services – Contractor shall provide services in other disciplines as required to accomplish the engineering work orders, including but not limited to, the following:

   - Cost estimating services for all design phases, construction, or other applications.

- Construction scheduling.
- Surveying.

Services in these disciplines may include, but are not limited to the following:

- Evaluation of existing systems.
- Data collection, review and analysis.
- Engineering analyses, computer modeling, studies and report preparation.
- Cost estimates at all phases of design development.
- Life cycle cost analyses.
- Development, evaluation and recommendation of design alternatives.
- Preparation of 30%, 60%, 90%, and 100% plans and specification in electronic and hard copy formats. CAD files shall be prepared in AutoCAD 2000i or later release.

Potential deliverables include but are not limited to the following:

- Technical memoranda documenting field investigation findings, data collected analyses, and recommendations.
- Engineering reports and studies.
- Preliminary cost estimates and comparisons.
- Preliminary drawing and specification documents for design alternatives.
- Constructability reviews.
- 30%, 60%, 90%, and 100% plans and specification in electronic or hard copy formats.
- CAD files shall be prepared in AutoCAD 2000i or later release.
- As-built drawings.
- Topographical surveys.
- Construction staking.

4. Bidding Period Services – Contractor shall provide services during the bidding period, which may include, but not be limited to, the following:

   - Attending the pre-bid meeting.
   - Providing technical input to the County on behalf of CRRUA in response to bidder request for clarification of bid documents.
   - Providing technical information necessary for addenda issued by the County.
   - Providing services for review of qualification of low bidder and subcontractors.

   Potential Deliverables include but are not limited to the following:

   - Technical information for responses to requests for clarification and addenda.
   - Bidder qualification review documentation.

5. Services During Construction – Contractor shall provide construction phase engineering services, which may include but not be limited to, the following:

   - Review of contractor submittals, shop drawings, and surveys.
   - Evaluation of change proposals.
   - Contract preparation and administration.
   - Site/construction inspections.

- Providing assistance to CRRUA during startup and testing.
- Providing recorded drawings.

Potential Deliverables include but are not limited to the following:

- Memoranda recommending County or CRRUA acceptance or rejection of contractor submittals.
- Memoranda describing review of proposed changes.
- Field design changes and field change notices.
- Field inspection reports, notes, and records.

D. Contract Evaluation

Contractor performance shall be monitored on an ongoing basis and evaluated at the conclusion of each task order. Contractor shall be advised of any task order performance evaluation that does not meet minimum Average (Satisfactory with an average rating of "3" on a 1 to 5 scale) performance standards. The County and CRRUA reserve the absolute right to terminate any contract in accordance with standard clauses contained in the contract. Additionally, any contractor under this procurement who receives more than one (1) Task Order performance evaluation of less than Average / Satisfactory will be subject to contract termination with a thirty (30) day notice.

1. Evaluation criteria will be as defined in each Task Order.
2. At minimum, an annual Vendor Evaluation form will be completed with additional evaluation as may be required throughout the project(s).

III. ADDITIONAL AGREEMENTS FOR A&E CONTRACTS

A. Automated Clearing House: Contractor agrees to accept ACH (Automated Clearing House) payments for invoices submitted and approved by the County and will complete and submit any required documents to implement the ACH process.

B. Existing Contract: In accordance with NMSA 13-1-129 of Procurement Code, Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by Dona Ana County.

C. Pre-existing or Proprietary Information: Notwithstanding any other provision of this Agreement between the Contractor and the County or any provision of the scope of work, work assignments, work authorizations, or any amendment issued hereunder, all of the Contractor's pre-existing or proprietary information, documents, materials, computer programs, or software developed by the Contractor outside of this Agreement shall remain the exclusive property of Contractor.

D. Compliance with County Stormwater Requirements: The County has in force an Ordinance for preventing water pollution on construction projects, and also a Storm Water Management Plan (SWMP). As part of the project work of this contract, the Contractor shall familiarize themselves with the requirements in the SWMP and the Ordinance and investigate the effects of the proposed project design with regard to

downstream erosion and water quality improvements which may be required. This work shall be incorporated into the 50% design stage, and refined into the 100% design. In addition, the Contractor shall evaluate the feasibility of Low Impact Development (LID) features into the design and maintain a list of all LID features incorporated into the design.

E. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Contractor under this Agreement shall be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions at the same time and in the same locality.

F. Pursuant to NM State Statute, 13-1-123, Contractor, CRRUA and County agree to the following terms, as applicable:

1. **All contracts between a state agency and an architect or engineer for the construction of new buildings or for the remodeling or renovation of existing buildings shall contain the provision that all designs, drawings, specifications, notes and other work developed in the performance of the contract are the sole property of CRRUA or the County.**

2. **All documents, including drawings and specifications, prepared by the architect, Contractor, landscape architect or surveyor are instruments of professional service. If the plans and specifications developed in the performance of the contract shall become the property of the contracting agency upon completion of the work, the contracting agency agrees to hold harmless, indemnify and defend the architect, engineer, landscape architect or surveyor against all damages, claims and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of the architect, engineer, landscape architect or surveyor.**

G. Pursuant to funding from the New Mexico Environment Department: Agreements for Engineering Services (Public Funded Project) is hereby incorporated by reference and will be fully executed before any work commences on any task orders that include "publicly funded projects' and is included in Attachment J.2.

H. Late Payments: If CRRUA fails to make any payment due Contractor for services and expenses within thirty days after receipt of Contractor's invoice and certification of services received for that invoice, the amounts due Contractor will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less)

ATTACHMENT B

CDM Smith, Inc.

TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE

I. TOTAL CONTRACT NOT TO EXCEED $ Pursuant to the Terms of the respective fully executed Task Order and any amendments thereto.

II. PAYMENT SCHEDULE

Payments will be made in accordance with Section I - Article 5 of this Agreement.

III. COST PER UNIT OF SERVICE PROCURED:

It is understood and agreed that the Values for Units of Service in this Agreement are for the contracted Vendor and contracted Period of Performance, only, and are subject to negotiation and adjustment by CRRUA in any future contract(s).

Task Orders will be developed in accordance with the Sample Task Order, Attachment J.1.

Fee Schedules: Contractor (CDM Smith) and Contractor's Prime Engineering Subcontractors, (Bohannan Huston, Inc.) Fee Schedules follow on the on the next page (s).

JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS.

Valuation of services shall be in accordance with negotiated Task Order and fees and in accordance with the proposal submitted January 15, 2020 in response to RFP #20-0022.

CDM Smith

CDM Smith Schedule of Hourly Billing Rates 2020

CATEGORIES	HOURLY RATES
TECHNICIAN I	$75.00
PROFESSIONAL I	$95.00
PROFESSIONAL II	$105.00
PROFESSIONAL III	$120.00
PROFESSIONAL IV	$135.00
PROFESSIONAL V	$150.00
PROFESSIONAL VI	$160.00
PROFESSIONAL VII	$175.00
PROFESSIONAL VIII	$200.00
SR TECHNICAL REVIEWER	$250.00
CONTRACT OFFICER	$230.00
DESIGNER/DRAFTER	$120.00
SENIOR DESIGNER/DRAFTER	$155.00
CLERICAL	$85.00
CONTRACT ADMINISTRATOR	$115.00

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ATTACHMENTS C THROUGH F

CDM Smith, Inc.

From Proposal

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the 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 and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 thing 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 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.

"**Family member**" means 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.

"Prospective contractor" means a person or business that 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 or business 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.

Name(s) of Applicable Public Official(s) if any: **CRRUA Board Members: Mayor Javier Perea, City of Sunland Park, County Commissioner Isabella Solis, County Commissioner Ramon Gonzalez, State Representative Ray Lara, State Senator Joseph Cervantes, and Olga Nunez, City of Sunland Park.** (Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made to: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(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) WERE MADE to an applicable public official by me, a family member or representative.

Kurt A Foli January 14, 2020
Signature Date

Associate/Client Service Leader
Title (Position)

Certification Regarding

Debarment, Suspension, and Other Responsibility Matters

Offeror certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three year period preceding this proposal been convicted of, 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any offenses; and

4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Robert A. Fowlie, Associate/Client Service Leader		January 14, 2020
Typed Name & Title of Authorized Representative	Signature of Authorized Representative	Date

NON-COLLUSION AFFIDAVIT

STATE OF New Mexico)

COUNTY OF Bernalillo)

Robert A. Fowlie (name) being first duly sworn, deposes and says

that he/she is (title) Associate/Client Service Leader

of (organization) CDM Smith Inc.

who submits herewith to CRRUA of Dona Ana, a proposal:

That all statements of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of CRRUA or the County of Doña Ana, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading or proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that CRRUA of Dona Ana, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

Title Associate/Client Service Leader

SUBSCRIBED and sworn to before me this 7th day of January, 2020.

Notary Public: _____

My Commission Expires: Nov. 26, 2022

KATHLEEN A. FITCH NOTARY PUBLIC STATE OF NEW MEXICO

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the CRRUA Board; CRRUA officials, administration officials, department heads, and key management supervisors with CRRUA?

Yes [ ] No [X]

2. Are you , or any officer of your company related to any member of the Board of CRRUA Commissioners; CRRUA officials, administration officials, department heads, key management supervisors of CRRUA and have you had any of the following transactions since January 1st of this year, to which CRRUA was, or is to be, a party?

	Yes	No
Sales, Purchase or leasing of property?	[ ]	[X]
Receiving, furnishing of goods, services or facilities?	[ ]	[X]
Commissions or royalty payments	[ ]	[X]

3. Does any member of the CRRUA board; CRRUA officials, administration officials, department heads, key management supervisors with CRRUA, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with CRRUA?

Yes [ ] No [X]

4. At any time during the past year, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the CRRUA Board; CRRUA officials, administration officials, department heads, key management supervisors with CRRUA?

Yes [ ] No [X]

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of CRRUA?

Yes ____ No X

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ **Date** January 14, 2020

(Print Name and Title): Robert A. Fowlie, Associate/Client Service Leader

ATTACHMENT G

INSURANCE CERTIFICATES

(Attach certificates, as required behind this page)

See Attachment A. I. for requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Indian Harbor Insurance Company 36940 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570082011616 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Cyber Liability			MTP903445003 Claims Made SIR applies per policy terms & conditions	01/03/2020	01/03/2021	Media Limit Cyber Sec. Limit Policy Aggregate	$5,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Name: Engineering Services for CRRUA Border Region.

CERTIFICATE HOLDER

Camino Real Regional Utility Authority
Attn: Brent Westmoreland, Executive Director
P.O. Box 429
Sunland Park NM 88063 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570082011616

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	LM Insurance Corporation	33600
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:	Lloyd's Syndicate No. 2623	AA1128623
INSURER E:	Commerce & Industry Ins Co	19410
INSURER F:		

INSURED
CDM Smith Inc.
75 State Street, Suite 701
Boston MA 02109 USA

COVERAGES **CERTIFICATE NUMBER:** 570082020241 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			TB7611B8T8Z6040	01/01/2020	01/01/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
C	AUTOMOBILE LIABILITY			AS2-611-B8T8Z6-060	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / HIRED AUTOS ONLY / SCHEDULED AUTOS / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA561DB8T8Z6010 AOS	01/01/2020	01/01/2021	X PER STATUTE OTH-ER	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		WC5611B8T8Z6020 WI	01/01/2020	01/01/2021	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project Name: Engineering Services for CRRUA Border Region.
Camino Real Regional Utility Authority and Dona Ana County are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

Camino Real Regional Utility Authority
Attn: Brent Westmoreland, Executive Director
P.O. Box 429
Sunland Park NM 88063 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier : ADEGJ

Certificate No : 570082020241

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570082020241	
CARRIER: See Certificate Number: 570082020241 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WA761DB8T8Z6030 MA & PR	01/01/2020	01/01/2021		
	OTHER							
D	Archit&Eng Prof			PSDEF2000033 Professional/Claims Made	01/01/2020	01/01/2021	Each Claim	$2,000,000
							Aggregate	$2,000,000

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AGENCY CUSTOMER ID: 10518329
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570082020241	
CARRIER See Certificate Number: 570082020241 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liab Policy # PSDEF2000033

Beazley (Syndicates 2623/0623) - 37.5%

BRIT (Syndicate 2987) - 31.25%

Ms Amlin (Syndicate 2001) - 12.5%

Munitus (Syndicate 4242) - 12.5%

Re/Rn (Syndicate 1458) - 6.25%

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Person or Organization to whom you become obligated to include as an Additional Insured as a result of any contract or agreement you enter into.	**Per the contract or agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

Policy Number **TB7-611-B8T8Z6-040**
Issued by **LIBERTY INSURANCE CORPORATION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
A Schedule of each person or Organization provided to us by the First Named Insured within 15 days of written cancellation notice received by the First Named Insured for any reason other than nonpayment of premium As Required by Written Contract		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement,and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MASSACHUSETTS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Changes in Liability Coverage:

Who Is An Insured is changed to include the person or organization named in this endorsement, but only for "bodily injury" or "property damage" resulting from the acts or omissions of:

1. You, while using a covered "auto."

2. Any other person, while using a covered "auto" with your permission.

Additional insured:

Blanket - Any person or organization whom you have agreed in writing to add as an Additional Insured but only to coverage and minimum limits of insurance required by the written agreement,and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

 Copyright, Automobile Insurers Bureau, 1998

Policy Number **AS2-611-B8T8Z6-060**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Blanket - as required by written contract		30

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

SCHEDULE

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule on file with Broker	Per Schedule on file with Broker	30

All other terms and conditions of this policy remain unchanged.

Issued by LM Insurance Corporation

For attachment to Policy No. WA5-61D-B8T8Z6-010 Effective Date: 1/1/2020 Premium $

Issued to CDM Smith Inc.

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ATTACHMENT H

1. **Certificate of Business Registration**
2. **Capacity and Capability**
3. **Proposed Approach to Scope of Services**

ATTACMENT H.1. to CRRUA Contract with CDM Smith, Inc.

CERTIFICATE OF BUSINESS REGISTRATION

← CDM Smith has applied for a certificate of business registration with Doña Ana County.

DOÑA ANA COUNTY
OFFICE OF THE COUNTY CLERK

BUSINESS REGISTRATION

New businesses must submit the business registration fee before engaging in business. An application must be completed for each business and there is a $35.00 fee for each business location. The fee is for the calendar year (January 1– December 31), and is not prorated. Renewing business fees are due by March 16th, if paid after this date, a delinquent penalty of $10.00 will be incurred. Business certificates are not issued until all fees due are paid. To cancel this business or to change ownership, please contact the County Clerk's Office.

Application Instructions: Type or print clearly in blue or black ink only

State Taxpayer ID # 01-117210-00-8 | Individual | Partnership | Corporation X

Name of Applicant/Owner/Partners/Corporation:
CDM Smith Inc

Name of Business:
CDM Smith Inc

Type of Business:
Consulting Engineering

Number of Employees:
14 employees

Mailing Address:
6001 Indian School Road NE, Suite 100, Albuquerque, NM 87110

Email and/or URL address:
fowlieca@cdmsmith.com

Physical Location(s) of Business:
6001 Indian School Road NE, Suite 100, Albuquerque, NM 87110

Are Hazardous Materials stored or used in your business? Yes ___ No X
If Yes, an Inventory/Disclosure form must be completed

Map Code Number:
(13-digit number issued by County Tax Assessor)

Applicant's Signature | Phone Number 505-243-3200 | Date 01/10/2020

For Planning Department Use Only

Date | Business Open Date | Zoning Approval District

Initial Application | Renewal | Vendor Itinerant | Site-Specific | Home Occupation

Application Fee $ | ☐ APPROVED ☐ DENIED

Staff Signature

Bohannan Huston's current annual certificate of business registration with Doña Ana County.→

Doña Ana County

Certificate of Business Registration

BOHANNAN HUSTON INC
425 SOUTH TELSHOR BLVD SUITE C-103
LAS CRUCES, NM 88011

Whereas, a business registration application form has been completed on behalf of the above named individual, partnership or corporation, and the registration fee of $35.00 has been paid;

Now, therefore, the County of Doña Ana, State of New Mexico, hereby acknowledges receipt of said fee for the calendar year ending December 31, 2020.

In Witness Whereof, I have hereunto set my hand and seal of the Board of County Commissioners of Doña Ana County this 2nd day of January 2020

Doña Ana County Clerk

Deputy Clerk

NEW MEXICO RESIDENT BUSINESS PREFERENCE CERTIFICATE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **CDM SMITH, INC.**

DBA: **CDM SMITH, INC.**
6001 INDIAN SCHOOL RD NE STE 310
ALBUQUERQUE, NM 87110-4184

Expires: **16-Oct-2022**

Certificate Number:

L0504718000

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

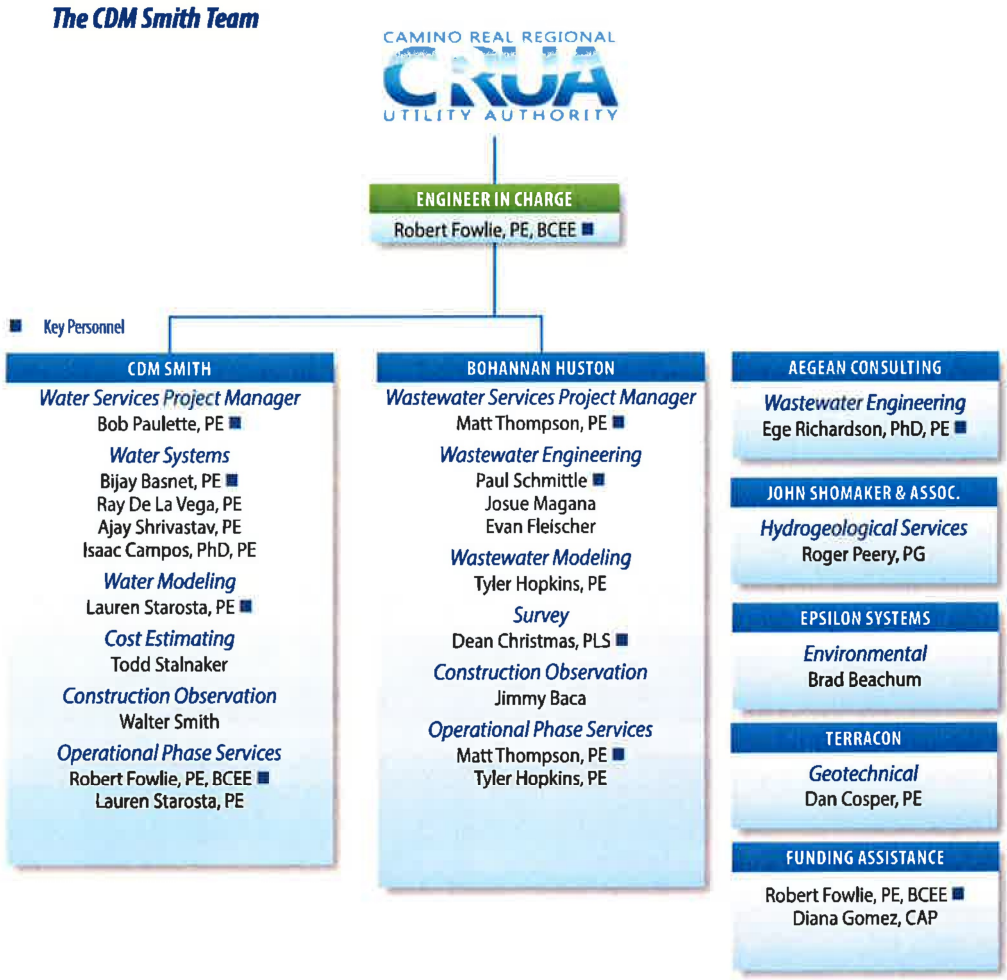
ATTACMENT H. 2. to CRRUA Contract with CDM Smith, Inc.

SECTION 2

Capacity and Capability

KEY PERSONNEL

The organization chart below identifies the personnel who will be assigned to CRRUA Border Region Engineering Projects. As you will recognize in the chart, ***the CDM Smith Team includes all of the staff who have been providing services to you under the current Border Region Engineering Services contract.***



Robert Fowlie, PE, BCEE *Engineer in Charge* — *CDM Smith*

Robert Fowlie is an associate and client service leader with more than 30 years of experience in the planning, design, and construction of water and wastewater systems including treatment plants, booster and lift stations, pipelines, wells, distribution systems, and conveyance systems.

Experienced, trusted Engineer in Charge

Robert began working for CRRUA in 2008 on the arsenic treatment projects and has been engineer in charge of providing on-call engineering services since 2012. Robert has and has unsurpassed knowledge of CRRUA's water and wastewater infrastructure system. He has worked collaboratively with CRRUA's board and executive directors to plan and manage the capital improvements program, obtain funding, and complete numerous successful projects for CRRUA.

30 years of experience in all aspects of water and wastewater system design

BS–Civil Engineering

Professional Engineer (Civil): New Mexico #17668, Texas, California, Washington

Board Certified Environmental Engineer, Water Supply and Wastewater

His CRRUA project experience includes:

- ***Operational Services***
- ***Santa Teresa Community Arsenic Treatment Facility***
- ***Well 30, 19, 8A 4 and 14 Replacements***
- ***Water Infrastructure Master Plan***
- ***Border Region Arsenic Treatment Facility***
- ***Dagger Lift Station Replacement Evaluation***

Bob Paulette, PE *Water Services Project Manager* — *CDM Smith*

Bob Paulette is a Senior Project Manager who manages public sector clients throughout New Mexico. He has more than 49 years' experience in the field of water and wastewater engineering. He has served in technical and administrative positions for a multitude of projects for municipal and industrial clientele over his career. Mr. Paulette is well versed in the preliminary planning, technical design, bidding, and construction services aspects of project development.

49 years of experience in wastewater system design and engineering

BS–Civil Engineering

Professional Engineer (Civil): New Mexico, Kansas, Missouri, Texas

Bob has managed a number of recent CRRUA projects including:

- ***Water Line Relocations on NM 273***
- ***Border Region Arsenic Treatment Plant Design***
- ***Design and Construction of PRV on NM273 at Stampede Meats***
- ***Well 19, 8A, 4 and 14 Replacements (Bidding and Construction Phase Services)***
- ***Well 14 Design, Bidding and Construction Phase Services***
- ***Sunland Park UV System Improvements***
- ***Vacuum System Replacement Evaluation***

Bijay Basnet, PE *Water Systems Engineer*

CDM Smith

Bijay Basnet has more than twelve years of experience in civil engineering including construction management, water conveyance, wastewater collection, highway drainage system analysis, and subsurface utility engineering. He has extensive experience with water and wastewater projects for CRRUA, El Paso Water and the City of El Paso.

He has worked on numerous CRRUA projects including:

- ***Well 19 Replacement***
- ***Well 8A Replacement***
- ***Well 4 Replacement***
- ***Well 30 Replacement***
- ***Santa Teresa Community Arsenic Treatment Facility***
- ***Dagger Lift Station Replacement Evaluation***
- ***Well 14 Replacement***

12 years experience in environmental engineering

MS–Civil Engineering
BE–Civil Engineering

Professional Engineer: Texas # 115482

Lauren Starosta, PE *Water Modeling*

CDM Smith

Lauren Starosta is a water resources engineer with more than 13 years of experience in the areas of hydrologic and hydraulic modeling, systems modeling, and water resources planning and studies. Her responsibilities have included project and task management, wastewater collection and water distribution system modeling, systems modeling for integrated water resources planning, treatment plant hydraulics modeling, wastewater flow and water demand analysis and projecting, wastewater flow data analysis, and planning-level cost estimating.

Lauren has completed water and wastewater modeling projects for CRRUA and other communities in New Mexico including:

- ***CRRUA Water Infrastructure Master Plan***
- ***CRRUA Operational Phase Services (Low Pressure in Santa Teresa)***
- ***Clovis, NM Wastewater Collection System Modeling and Analysis***
- ***Clovis, NM Water Comprehensive Plan***
- ***Albuquerque Water Utility Authority Integrated Infrastructure Plan***

13 years of experience in the environmental field

MS–Water Resources
BS–Civil Engineering

Professional Engineer: New Mexico, Texas

Matthew Thompson, PE *Wastewater Services Project Manager*

Bohannan Huston

Matt Thompson, is a Senior Vice President and office manager for BHI's Las Cruces office. With more than 27 years of engineering experience, he brings a thorough understanding of the various engineering aspects that apply to a wide variety of project types applicable to municipal infrastructure.

27 years of engineering experience

BS–Mechanical Engineering
BS–Electrical Engineering

Professional Engineer: New Mexico #13868, Texas

Mr. Thompson has a unique background that includes water, wastewater and electric utility infrastructure. His experience extends from master planning including demand analysis and modeling, and designing utility infrastructure with its various ancillary process elements such as pumps, blowers, treatment and chemical handling.

Matt has worked on numerous projects for CRRUA including:

- ***North Wastewater Treatment Plant Replacement***
- ***Walnut and Rio Vista Lift Station Rehabilitation***
- ***Well 30, 19, 8A and 4 Replacement***
- ***West Mesa WWTP***
- ***Sunland Park UV System Improvements***
- ***Wastewater Master Plan***
- ***Lift Station #7 Modifications***

Paul Schmittle *Wastewater Design*

Bohannan Huston

Paul Schmittle's responsibilities include field investigation; project design and development from conception to final design; electrical calculations; specification development; drawing production; construction cost estimation; submittal and field order review; coordination with local utilities; and communication with both client and contractor throughout the design and construction process to ensure a successful project.

33 years experience in engineering

BS–Civil Engineering

Professional Engineer: New Mexico #10746

Mr. Schmittle's past project experience includes designing domestic and industrial water utility systems, including pump stations, wells, reservoirs, lift stations, and water treatment facilities; complex industrial building renovation projects; and special systems electrical and control system projects.

- ***Albuquerque Bernalillo County Water Utility Authority (ABCWUA) 7W Reservoir***
- ***ABCWUA Otto Booster Pump Station***
- ***ABCWUA Santa Barbara Pump Station and Reservoir***
- ***Bernalillo County Coors Area Sewer Collection and Vacuum Station***
- ***Bernalillo County North Valley Area I and J Lift Stations***

Dean Christmas *Survey Lead*

Bohannan Huston

As a Professional Surveyor, Dean Christmas leads field crews and assists other surveyors and project managers in a wide range of projects. He is responsible for overall survey phase project management and coordination of field survey data acquisition. He excels in topographic, construction staking, and cadastral surveying projects and supports photo control and geodetic surveying projects.

- *CRRUA Wall 14 Replacement*
- *Alto de las Flores MDWCA Water System Improvements*
- *La Union MDQ&SA Water System Improvements*
- *City of Elephant Butte WW Improvements, Phase 4B*

7 years of of surveying experience

BS–Surveying Engineering

Professional Surveyor: New Mexico #23788

Our subconsultants offer relevant experience in providing specialized services.

Ege Richardson, PhD, PE *Wastewater Engineering*

Aegean Consulting

Dr. Ege Richardson has been evaluating, planning, and designing water and wastewater facilities for several New Mexico communities for the past 19 years. Her work focuses around wastewater treatment design for primary, secondary and tertiary processes and biosolids handling systems. She has an in-depth understanding of treatment processes as well as their interaction and impact on operational requirements. Dr. Richardson has worked with municipalities to provide operational troubleshooting for wastewater treatment plants to eliminate process problems and improve treatment efficiencies. She has taught classes on activated sludge process control for the New Mexico Rural Water Association since 2003.

Project experience includes:

- *CRRUA West Mesa Wastewater Treatment Plant PER and Design*
- *CRRUA North Wastewater Treatment Plant Design*
- *Village of Reserve Wastewater Treatment Plant Improvements*

29 years experience

PhD–Environmental Engineering

MS–Environmental Engineering

BS–Environmental Engineering

Professional Engineer: New Mexico #16219

J. Dan Cosper, PE *Geologist*

Terracon

Dan Cosper is the office manager for Terracon's Las Cruces office. He has more than 22 years of experience in geotechnical and construction materials engineering. He provides and coordinates field engineers and technicians as needed from Terracon's local and regional staff. Mr. Cosper has provided geotechnical evaluation and reporting for projects including water distribution systems and wastewater facilities. He has performed wastewater treatment plant design including embankments, slopes, and borrow areas.

22 years experience

BS–Geological Engineering

Professional Engineer: New Mexico #14477

CRRUA project experience includes:

- ***CRRUA North Wastewater Treatment Plant***
- ***CRRUA Well Replacements (30, 19, 4, 8A, and 14)***
- ***Santa Teresa Community Arsenic Treatment Plant***

Roger Peery, CPG *Hydrogeological Services*

John Shomaker & Associates

Roger Peery has more than 26 years experience and primarily manages water-resource evaluations, water-resource development, large capacity water-supply wells, and well rehabilitation projects. He has been directly involved with the completion of more than 100 large-capacity water supply wells, and hundreds of smaller capacity water supply wells.

26 years experience

MS–Water Resources
BS–Geology

American Institute of Professional Geologists, CPG-9808

Project experience for CRRUA includes:

- ***Well 14 Replacement***
- ***Well 30 Replacement***
- ***Well 19 Replacement***
- ***Well 4 Replacement***
- ***Well 8A Replacement***

Brad Beacham, MA, RPA *Environmental Analyst*

Epsilon Systems Solutions, Inc.

Brad Beacham has served as the manager of the Epsilon Systems' Environmental Program for New Mexico, which includes agency coordination, project management, and the completion of NEPA, Natural Resources and Cultural Resource surveys and documentation in compliance with the provisions of the National Historic Preservation Act of 1966 the New Mexico Cultural Properties Act, and the Prehistoric and Historic Sites Preservation Act. These activities were successfully completed in support of the development of commercial and municipal infrastructure throughout New Mexico. Brad provided environmental services for the CRRUA North WWTP.

STRONG BENCH STRENGTH

In addition to our key staff members, the CDM Smith Team will draw on the talents and experience of the following support staff.

Name / Role	Experience	Background
Sarah Guemez, PE *Water Systems* CDM Smith	17 years of experience MS/BS–Environmental/Civil Engineering PE–New Mexico, Texas	• Water and Wastewater infrastructure planning expert • Significant experience with CRRUA projects
Horacio Juarez, PE *QA/QC* CDM Smith	30 years of experience BS–Agricultural Engineering PE–Texas (Civil)	• 30 years of engineering and management experience in all facets of water and wastewater infrastructure
Ray De La Vega, PE *Water Systems* CDM Smith	12 years of experience MS/BS–Civil Engineering Professional Engineer–New Mexico	• Lift stations • Booster Stations • Water and wastewater pipelines
Ajay Shrivastav, PE, ENV SP *Water Systems* CDM Smith	8 years of experience MS/BTech–Environmental Engineering Professional Engineer–Texas	• Water and Wastewater infrastructure planning • Envronmental Permitting
Isaac Campos, PhD, PE *Water Systems* CDM Smith	7 years of experience PhD/BS–Civil Engineering Professional Engineer–Texas	• Water and Wastewater infrastructure planning • Water treatment plant planning and design
Tyler Hopkins, PE *Wastewater Modeling* BHI	8 years of experience BS–Civil Engineering PE–New Mexico	• 10+ projects related to CRRUA and Doña Ana County utility infrastructure
Pat Montoya *Construction Observation* BHI	30 years of experience Associates Degree–Architectural Technology Certificate ICC/ICBO Certified: Commercial/ Residential Building Inspector Certificate Commercial/Residential Plans Examiner	• 25 years of municipal experience (retired) • 5 years Construction Project Management • Former member NM Construction Industries Division Technical Advisory Committee
Diana Gomez, CAP *Funding Assistance* BHI	11 years of experience BS–Computer Science Certified Administrative Professional–New Mexico	• Strong understanding of CRRUA and Doña Ana County administrative procedures • Funding acquisition and experience • Regional knowledge
Josue Magaña, EI *Wastewater Engineering* BHI	5 years of experience BS–Civil Engineering EI–New Mexico	• Doña Ana County experience • Pursuing Civil Engineering (Water/ Wastewater) Master's Degree
Marco Barrera, EI *Wastewater Engineering* BHI	9 years of combined experience: Electrical and Mechanical Engineering MSEE–Electrical Engineering	• Lift stations • Wastewater treatment plants • Water treatment plan
Evan Fleisher *Wastewater Engineering* BHI	7 years of experience BS–Electronic and Computer Engineering Technology EI–New Mexico	• Medium and low voltage power distribution • Instrumentation and Control design

Ability to Act in this Capacity for CRRUA

The CDM Smith Team started working for CRRUA in 2008 and has been CRRUA's on-call engineer since 2012. ***We have completed numerous complex and successful projects for CRRUA using staff from our offices in Albuquerque, Las Cruces and El Paso. Our offices are fully staffed with licensed engineers, scientists and technicians who specialize in water and wastewater infrastructure.***

The biographies of our key personnel demonstrate the level of experience and expertise we have provided – and will continue to provide – for CRRUA on all water and wastewater projects. In addition, you will have access to the expertise provided by engineers and technical specialists throughout our Team's offices. This access is made simply and economically feasible through the use of electronic communications including not only email and phone links but also networked servers, e-rooms and advanced video conferencing technology.

Our experience, familiarity with CRRUA and depth of technical expertise enhances our Team's ability to continue to act as CRRUA's engineer. The projects and people described in this proposal represent the CDM Smith Team's proven capability to provide high quality engineering services for CRRUA.

Ability to Meet Schedule, Budget, and Administration Requirements

The CDM Smith Team has a long and successful history of meeting project schedules and budgets for CRRUA. We have managed numerous successful projects for CRRUA and believe that frequent communication and thorough understanding of the infrastructure needs, and funding requirements improves our ability to complete projects on schedule and within budget. Our Team's experience on similar projects and unmatched knowledge of CRRUA's infrastructure needs and operations bring a level of expertise to CRRUA that will eliminate a potential loss of time associated with learning the water and wastewater systems in the Border Region.

The key to a successful project is having a good understanding of all of the administrative, design and construction elements of a project to create a realistic project schedule. The preliminary design and final design phases must have realistic and achievable timeframes and must take into consideration reviews by funding and permitting agencies as well as time consuming activities such as land acquisition. These critical tasks need to be identified and diligently tracked during the course of the project.

CDM Smith establishes the project schedule when the project scope of services and budget are being developed. A realistic and reasonable fee or budget for a project cannot be developed without first developing the anticipated project schedule.

In order to determine a fair and equitable project budget, critical tasks and their durations must be estimated. All of our Team's proposed staff for these services are very experienced working with CRRUA staff and understand CRRUA's policies and procedures. Our philosophy is do as many tasks concurrently as possible so that project can continue to move forward. Once the project schedule and budget have been negotiated and contract execution has occurred, CDM Smith's project manager and contract administrator will work together to establish our internal project work breakdown structure.

CDM Smith uses a very effective means for tracking the internal hours spent against a project, managing subconsultant services and direct costs, as well as for invoicing CRRUA on a regular basis.

Specialized Services the CDM Smith Team can Provide to CRRUA

The CDM Smith team's services go beyond the scope of work described in the RFP to provide engineering services for water and wastewater improvements in the Border Region. Specialized services that are available to CRRUA are presented below:

Operations and Management Services. As a complement to our design and construction management qualifications, the CDM Smith Team brings extensive experience in utility operations. We routinely provide startup and system shakeout procedures as a primary component of our services, with particular emphasis on reliability of system operations and long term cost effectiveness. O&M services offered by the CDM Smith Team include:

- *Facility Operations Evaluations*
- *Operator Training*
- *O&M Manuals and Facility Handbooks*
- *Maintenance Management Systems*

Asset Management. The CDM Smith Team has been working with the North American Development Bank (NADBank) and the Environmental Protection Agency (EPA) to develop an asset management plan (AMP) for CRRUA's water and wastewater system. AMPs are required by most funding agencies in New Mexico including the New Mexico Finance Authority. Our knowledge of CRRUA's water and wastewater infrastructure combined with our surveying and GIS expertise enable us to efficiently capture and document asset management information such as pipe material, condition, and date of installation. We have already established a fairly substantial amount of project information through our work on the water and wastewater infrastructure and we have compiled it into a GIS format that is essential for an asset management plan.

Instrumentation-Control Design and Programming. Our Team's automation and information management professionals have worked together to provide planning, design, implementation, start-up, and training services for supervisory control and data acquisition (SCADA) systems, and computer-based monitoring and control systems for numerous water and wastewater projects in New Mexico. Our Team's I&C personnel offers specific services in the areas of instrumentation planning, cost/benefit analyses, evaluations, detailed design, factory witness testing, onsite supervision of installation, application engineering, startup assistance, and onsite client training programs. CDM Smith has prepared a SCADA Master Plan for CRRUA and has completed design of the first phase of work, SCADA Improvements to the water system facilities in Sunland Park.

Water System and Wastewater System Modeling. The CDM Smith team has created models of the water and wastewater systems. The water system model contains all of the wells, storage tanks, booster stations, treatment facilities, and major water transmission and distribution mains in the system. The wastewater model contains all of the major collectors and interceptors as well as lift stations and treatment plants. Both models were created in GIS and are compatible with the County's GIS system. The models have been used to develop Capital Improvement Projects and evaluate infrastructure needs for development.

Funding Experience. The CDM Smith Team has a broad background in identifying funding sources and has extensive experience in obtaining funding from a variety of sources for projects in the area such as USDA-Rural Development, the New Mexico Finance Authority (Colonias and Water Trust Board), Community Development Block Grants, NADBank, and State and Federal Appropriations. Our Team

understands the funding requirements of all these agencies and knows many of the staff on a first name basis. The CDM Smith team helped CRRUA obtain more than $14 million from the New Mexico Finance Authority Water Trust Board for construction of the three arsenic treatment plants. We have also helped CRRUA obtain Colonias Funding and Capital Outlay Funding for the following projects:

- *Well 30 Replacement* – ***$750,000*** – NMFA Colonias Infrastructure Board
- *Sunland Park WWTP Improvements* – ***$1.1 million*** – NMFA Colonias Infrastructure Board
- *Well 4 Replacement* – ***$1.13 million*** – NMFA Colonias Infrastructure Board
- *CRRUA North WWTP* – ***$3.7 million*** – State Appropriation (Governor's Money 2014)
- *Well 8A and 19 Replacement* – ***$1.75 million*** – State Appropriation (Governor's Money 2014)

Public Involvement and Education. The CDM Smith Team is experienced in providing technical presentations and can assist CRRUA in helping to educate residents and stakeholders about the available options and the scope of the proposed projects. We can provide maps, exhibits, brochures, and fact sheets for public presentations. In addition, we can make presentations to residents and stakeholders. For example, the CDM Smith Team presented the arsenic projects in Sunland Park and Santa Teresa to residents and stakeholders in public scoping meetings and in meetings with neighborhood groups. BHI also performed similar services for the North WWTP project. The meetings utilized PowerPoint presentations, handouts, graphics and maps.

ATTACMENT H.3. to CRRUA Contract with CDM Smith, Inc.

SECTION 5

Response and Approach to Requested Scope of Services

RESPONSE TO SCOPE OF SERVICES

The following is our approach to providing the scope of services outlined in the RFP.

TASK 1 – PRELIMINARY DESIGN PHASE

OBJECTIVE

Develop preliminary design phase documents and reports for water and wastewater infrastructure. The CDM Smith Team will build upon previous studies (Water and Wastewater Master Plans) and prepare Preliminary Engineering Reports and preliminary designs of water and wastewater improvements.

APPROACH

The CDM Smith Team will provide the following services during this phase of the project.

- Conduct a Project Kick-off Meeting with CRRUA and other stakeholders to obtain additional project information and to develop critical success factors for design and implementation of the improvements.
- Define the project planning area and define the needs of CRRUA, including funding, schedule and potential project phasing.
- Prepare a detailed outline of the proposed PER.
- Develop preliminary design drawings to augment the PER and aid in the preparation of cost estimates.
- Prepare a draft and final PER for funding agency review. The PER will follow RUS 1780-2 guidelines, preferred by the New Mexico Environment Department and other funding agencies.
- Develop phasing and project development plans.
- Identify land and easement requirements for the water and wastewater projects.
- Prepare draft and final Environmental Information Documents as described in Task 4.
- Review and check all work prepared in the Preliminary Design Phase prior to moving into final design.

TASK 2 – FINAL DESIGN PHASE

OBJECTIVE

The Final Design Phase will consist of preparing plans and specifications for water and wastewater projects in order to solicit bids from qualified contractors for construction.

APPROACH

The CDM Smith Team will provide the following services during the final design phase of each project.

- Prepare a schedule for the project.
- Prepare a design survey of existing conditions within the project alignments
- Obtain as-built information from utility companies on the locations of existing utilities
- Conduct field reconnaissance to determine conditions within the project area
- Conduct a geotechnical investigation as described in Task 4

- Identify and acquire right-of-way, easements and permits for project implementation. This activity is discussed further in Task 12.
- Prepare design plans and technical specifications for each of the proposed projects.
- Prepare drainage reports and evaluations as necessary for project sites.
- Conduct design workshops with CRRUA personnel to address operational criteria, automation, and other design preferences.
- Produce submittal packages at 60 and 95 percent design for CRRUA and internal quality review.
- Prepare a preliminary opinion of probable construction costs at 60 and 100 percent design. This is discussed further in Task 5.
- Attend meetings with CRRUA and other project stakeholders.
- Submit design plans and specifications to funding agencies and permitting agencies for review and approval.
- Provide final approved plans and specifications for bidding.
- Obtain all permits for construction.

TASK 3 – ENVIRONMENTAL/ARCHAEOLOGICAL REPORTS

OBJECTIVE

Provide CRRUA with a Draft and Final Environmental Information Document (EID) and to solicit any public comment on the draft.

EID's are required for projects receiving federal funding for design and/or construction. The need for an EID will be discussed with CRRUA during the preliminary design phase as the project funding source will dictate whether an EID is necessary

APPROACH

The CDM Smith Team will provide the following services to complete environmental and archaeological reports.

- The environmental documentation process will follow guidelines for the New Mexico State Environmental Review Process (SERP), developed by the New Mexico Environment Department Construction Programs Bureau (CPB) and adopted by the New Mexico Finance Authority (NMFA). The EID will contain the following:
  - *Purpose and need for project*
  - *Alternatives, including the proposed action*
  - *Affected environment/ environmental consequences*
  - *Summary of mitigation measures*
  - *Consultation, coordination and public involvement*
  - *References*
- Obtain background and existing information, agency coordination, research environmental information
- Conduct public scoping meetings to inform the public about the projects and elicit public concerns about the alternatives, so that the concerns can be addressed in the Environmental Information Document.
- Conduct biological, archaeological and cultural surveys of the project area.
- Advertise and conduct one public hearing to collect public comments on the draft EID.
- Coordinate with reviewing agencies and document responses.
- Coordinate with funding agencies.
- Prepare a final EID.
- Obtain environmental permits (Corps of Engineers 404, etc.).

TASK 4 – GEOTECHNICAL INVESTIGATION AND REPORT

OBJECTIVE

Determine site subsurface conditions, and develop geotechnical recommendations for the design of the proposed water and wastewater projects.

APPROACH

The CDM Smith Team will provide the following services associated with this task:

- Drill test holes along pipelines and at project sites.
- Perform a laboratory-testing program to determine the engineering properties of the site soils necessary for design.
- Prepare a Geotechnical Report that will include:
  - *The results of testing conducted including a discussion of the general subsurface conditions including soil and groundwater conditions;*
  - *Unsatisfactory soil conditions and recommended remedial measures; and recommended construction procedures and quality control measures related to foundations and earthwork*
  - *Design criteria related to the recommended foundation systems for tanks and other structures, including pipe bedding, and pavement design.*

The Geotechnical Report will be signed by a New Mexico registered professional engineer.

TASK 5 – COST ESTIMATES

OBJECTIVE

Prepare preliminary estimates of project costs for the proposed water and wastewater projects.

APPROACH

The CDM Smith Team will provide the following services associated with this task:

- Prepare preliminary opinion of probable construction costs for each project.
- Utilize cost data from recent bid tabulations and industry standard resources.
- Refine and update cost estimates at the 60% and 100% design milestones

TASK 6 – BIDDING AND NEGOTIATIONS PHASE

OBJECTIVE

Provide technical assistance to solicit bids for construction of water and wastewater projects through a competitive process meeting state and local procurement procedures. This task also includes development of the construction contract to meet County and funding agency requirements.

APPROACH

The CDM Smith Team will provide the following services associated with this task.

- Prepare Notice of Advertisement for publication in local newspapers.
- Develop the construction contract to meet County and funding agency requirements.
- Obtain current wage rates for inclusion in project specifications.
- Bidding document distribution will be performed using an on-line document website managed by the CDM Smith team. All bidder clarification inquiries will be recorded and addenda will be issued through the website.
- Conduct a pre-bid meeting, including a site visit
- Address bidders' questions and prepare addenda as necessary
- Attend and conduct the bid opening
- Provide a certified tabulation of bids and recommendation of award
- Prepare a Notice of Award
- Prepare and issue the Notice to Proceed

TASK 7 – CONSTRUCTION SERVICES (INCLUDING CONTRACT ADMINISTRATION)

OBJECTIVE

Provide construction phase services to verify compliance with the contract documents. This task also includes administration of the construction contract.

APPROACH

The CDM Smith Team will provide the following services associated with this task.

- Conduct a Pre-Construction Meeting with CRRUA, the contractor and appropriate stakeholders, such as NMED.
- Review contractor's submittals for conformance with the contract documents
- Respond to contractor's requests for information (RFIs)
- Conduct monthly construction progress meetings.
- Prepare monthly construction progress reports
- Prepare change orders as necessary.
- Review and recommend contractor's applications for payment. Pay applications will also include an Engineer's Construction Status Report to meet NMED–Construction Programs Bureau requirements.
- Issue Certificate of Substantial Completion and prepare punch list of items necessary for Final Completion
- Coordinate and conduct Final Inspection. Obtain warranties and complete final contract closeout documents
- Review contractor's O&M manuals
- Prepare Record Drawings
- Coordinate and conduct warranty inspection

TASK 8 – OPERATIONAL PHASE (PROJECT START-UP AND OPERATIONS TRAINING)

OBJECTIVE

Provide project start-up and operations training and support for new water and wastewater facilities.

APPROACH

The CDM Smith Team will provide the following services associated with this task.

- Assist CRRUA in understanding the staffing needs associated with each project.
- Coordinate training of CRRUA operations personnel to operate and maintain the project
- Coordinate and monitor testing and start-up of all facilities
- Develop Standard Operating Procedures (SOPs) for water and wastewater facilities.
- Develop Operations and Maintenance Manuals for new water and wastewater facilities
- Provide continued assistance with operations of all facilities
- Visit the project site to inspect defects in the completed work and develop plans for correcting all defects, including replacement.
- Verify all warranty work identified during the warranty period is corrected.

TASK 9 – ON-SITE CONSTRUCTION OBSERVATION SERVICES

OBJECTIVE

Provide on-site construction observation to verify compliance with the construction plans and specifications.

APPROACH

The CDM Smith Team will provide the following services associated with this task:

- Provide a Resident Project Representative (RPR) for construction observation services for selected water and wastewater projects

- The length of time the RPR will be on-site will be negotiated with CRRUA based on the size of the project and funding agency requirements.
- The RPR will monitor the contractor's work and coordinate activities with CRRUA and the design staff.
- Attend monthly progress
- Review and approve the contractors' pay applications prior to submission to the design engineer and CRRUA for payment.
- Monitor the contractor's schedule on a monthly basis and address areas of non-compliance with the contract's requirements, and other problems that may adversely impact the completion or cost of the work.
- Perform contract close-out activities.

TASK 10 – COORDINATION AND STATUS REVIEW MEETINGS

OBJECTIVE

Provide effective communications with CRRUA through regular coordination and project status meetings.

APPROACH

The CDM Smith Team will provide the following services associated with this task:

- Meet with CRRUA in monthly coordination and project status review meetings to keep CRRUA informed of the progress on the projects and obtain additional input and direction.
- Prepare monthly project status reports.
- Meet with other project stakeholders at CRRUA's direction to discuss projects.

TASK 11 – DRAINAGE STUDIES

- Prepare a Drainage Study Report that will include:
  - *Providing a computational analysis of the local hydrologic basin associated with adjacent drainage channels to quantify peak rainfall flow rates anticipated. Quantify on-site rainfall events and expected project property retention pond sizing per local ordinance criteria.*
  - *Providing a hydraulic analysis of the expected flows and define any drainage channel improvements required.*
  - *Defining erosion and sediment deposition control strategies within the project area.*

OBJECTIVE

Define hydrology potentially impacting the project site area and to define improvements necessary. This task will take place as part of the Preliminary Design Phase described above in Task 3.

APPROACH

The CDM Smith Team will provide the following services associated with this task:

The Drainage Study Report will be sealed and signed by a New Mexico registered professional engineer.

TASK 12 – SURVEYING SUPPORT, RIGHT-OF-WAY, EASEMENTS AND PERMITS

OBJECTIVE

Perform surveying support for CRRUA. Surveying support services will consist of:

- *Property boundary survey*
- *Topographic survey*
- *Easement survey*
- *Right-of Way survey*

APPROACH

The CDM Smith Team will provide the following services for this task:

- Boundary surveys will be performed to assist CRRUA in acquiring easements, property and right-of-way for construction and operation of new water and wastewater facilities.
- Boundary surveys will consist of the following:
  - *Records research in the office of the Doña Ana County Clerk to obtain plats and easements of record.*
  - *Existing boundary monuments will be searched for at the record boundary corner locations.*

- *Preparation of easement documents, dedication plats for property acquisition, and documents for acquisition of right-of-way*

- Perform topographic surveys of project sites. Topographic surveys will include ground features, visible improvements, and visible utilities and will establish a 1-foot contour interval.

TASK 13 – OPERATIONAL PHASE SERVICES

OBJECTIVE

Provide hydraulic modeling to determine impacts of proposed development on existing infrastructure and recommend improvements to meet demands.

APPROACH

The CDM Smith Team will provide the following services associated with this task:

- Utilize the water and wastewater system models developed by the CDM Smith Team to evaluate impacts of development on the existing water and wastewater systems
- Recommendation of improvements to meet demands.
- Prepare technical memoranda presenting the results of the evaluations
- Meeting with CRRUA and developers to discuss required infrastructure improvements.

ATTACHMENT I

PROCUREMENT DOCUMENTATION

Check One

_____ **Professional Service Determination** (Purchasing Issues)

_____ **Sole Source Determination** (Purchasing Issues)

_____ **Written Quotes** (Department Provides)

__XX__ **RFP #** 20-0022

_____ **Bid #**

_____ **Other**

ATTACHMENT J – OTHER

J.1. Sample Task Order Format

J.2. New Mexico Environment Department Contract Sample

ATTACMENT J.1. to CRRUA Contract with CDM Smith, Inc.

SAMPLE TASK ORDER

Company Name

CONTRACT # _____
TASK ORDER # _____

PROJECT NAME: ***(Summarize the Task Order Purpose)***

Pursuant to Contract #_____ by and between Dona Ana County (County) and _____ (Contractor), collectively the Parties, do hereby agree to the following terms and conditions of this Task Order.

TASK ORDER ACTION ITEMS / DELIVERABLES: Itemize the action items and deliverables, in sentence format within the overall project.
1.
2.

ITEMIZATION OF TASK ORDER ITEMS /DELIVERABLES AND DUE DATES:

Task Order Item # (Reference Above Item)	Required Measurements of Attainment / Deliverables	Due Date(s)
1.		
2.		

TASK ORDER ITEMIZATION OF COST(S) PER CONTRACTED RATES:

Task Order Item # (Reference Above Item)	**Hourly rate per staff position (i.e. attorney / paralegal rate)**	**Hrs / type of staff position**	**Total TO Value**
1.	**$** _____ per Hour **$** _____ per Hour	**__#_ Hours** **__#_ Hours**	
2.	**$** _____ per Hour **$** _____ per Hour	**__#_ Hours** **__#_ Hours**	
TOTAL TASK ORDER VALUE			**$**

INVOICES:

Contractor will be paid, pursuant to Section I, Article 4 of contract _____ based on actual time and expense not to exceed $_____.

ENTIRE CONTRACT:

All other terms and conditions of Contract _____ remain in full force and effect.

EFFECTIVE DATE:

This agreement shall be effective when signed by both parties below or in counterpart, and photocopy, facsimile, electronics or other copies shall have the same effect for all purposes as an ink-signed original.

DONA ANA COUNTY

_____

_____
Name / Title

_____
Name/Title:

_____
Date

_____
Date

Attach Standard Fee Schedule

ATTACHMENT J.2. to CRRUA Contract with CDM Smith, Inc.

AGREEMENTS FOR ENGINEERING SERVICES
(Publicly Funded Project)

THIS Agreement, made this _____ day of _____ 20_____ by and between CRRUA hereinafter referred to as the OWNER, and CDM Smith, Inc. hereinafter referred to as the ENGINEER. Contract becomes effective on the date of the last signature.

The OWNER intends to construct a Project consisting of

in _____ County, State of New Mexico, which may be paid for in part with financial assistance from the United States of America acting through the United States Department of Agriculture – Rural Development, hereinafter referred to as USDA-RD; and/or through the United States Environmental Protection Agency, hereinafter referred to as EPA; and/or the New Mexico Environment Department, hereinafter referred to as NMED; and/or the New Mexico Finance Authority, hereinafter referred to as NMFA; and/or the New Mexico Department of Finance, hereinafter referred to as DFA; all collectively referred to as the Funding Agency. Neither the United States or the State of New Mexico nor any of its departments, agencies, or employees is or will be a party to this Agreement or any subagreement. The ENGINEER agrees to perform the various professional engineering services for the planning, design, and construction of said Project in accordance with the provisions of this Agreement.

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SECTION A – GENERAL PROVISIONS

1. General

(a) This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. The General provisions of this Agreement supersede any conflicting SPECIAL PROVISIONS.

(b) OWNER and ENGINEER each is bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of the Agreement. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may be become due) in the Agreement without written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Unless expressly provided otherwise in this Agreement:

(1) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them

(2) All duties and responsibilities undertaken pursuant to this Agreement will be for sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

(c) The ENGINEER will work closely with the Funding Agency, as necessary, for funding to be provided.

(d) The ENGINEER will attend conferences and public hearings with the OWNER, representatives of the Funding Agency, or other interested parties and provide assistance in connection with such undertakings as provided for in the scope of work detailed in the Attachments.

2. Approvals

(a) This Agreement shall not become effective until approved by the Funding Agency. Such approval shall be evidenced by the signature of a duly authorized representative of the Funding Agency in the space provided in the Attachments to this Agreement. The approval shall in no way commit the Funding Agency to render financial assistance to the OWNER. The Funding Agency is without liability for any payment hereunder, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement are consistent with the requirements of the Funding Agency.

(b) Review or approval of documents by or for the Funding Agency under this Agreement is for administrative purposes only and does not relieve the ENGINEER or OWNER of their

responsibilities to design, construct and operate the Project as required under law, regulations, permits and good management practices.

3. Responsibilities of the ENGINEER

(a) The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. If this Agreement involves environmental measures or data generation, the ENGINEER shall comply with EPA quality assurance requirements that can be found on their website at http://www.epa.gov/quality/index.html. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER'S duties under this Agreement. The ENGINEER shall promptly and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services provided by ENGINEER under terms of this Agreement.

(b) The ENGINEER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable Funding Agency requirements in effect on the date of execution of any assistance agreement for this Project.

(c) The OWNER, or Funding Agency review or approval of design drawings, specifications, reports, and other services furnished hereunder shall not in any way relieve the ENGINEER of responsibility for the technical adequacy of the work. Neither the OWNER, nor Funding Agency review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of action arising out to the performance of this Agreement.

(d) The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER'S control.

(e) ENGINEER'S opinions of probable Construction Cost are to be made on the basis of ENGINEER'S experience and qualifications and represent ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

(f) During the Construction Phase, the ENGINEER shall not at any time supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

(g) The standard of care of all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

(h) The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for faulty materials, equipment, or work.

4. Responsibilities of the OWNER

(a) The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.

(b) OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement without responsibility for verifying accuracy of OWNER furnished data and information.

(c) The OWNER shall provide to the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

(d) The OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER. Any verification or adaptation as stated above, will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5. Changes

(a) The OWNER may, at any time, with prior approval of the Funding Agency, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date it receives the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

(b) No services for which the ENGINEER will charge an additional compensation shall be furnished without the written authorization of the OWNER.

6. Termination of Contract

(a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.

(b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than fourteen (14) calendar days written notice (delivered by certified, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.

(c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If the ENGINEER effects termination for default, or if the OWNER effects termination for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.

(d) Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within fourteen (14) calendar days copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.

(e) Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party an Agreement to complete the work under this Agreement.

(f) If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph 6(c) of this clause.

(g) The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the OWNER may immediately terminate this Agreement by giving ENGINEER written notice of such termination. The OWNER's decision as to whether sufficient appropriations are available shall be accepted by the ENGINEER and shall be final. ENGINEER hereby waives any rights to assert an impairment of contract claim against the OWNER or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the OWNER or the Department

(h) This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the OWNER may early terminate this contract by providing ENGINEER written notice of such termination. In the event of termination pursuant to this paragraph, the OWNER's only liability shall be to pay ENGINEER or vendor for acceptable goods delivered and services rendered before the termination date.

7. Payment

(a) The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER. Such invoices are limited to no more than one per month. Compensation will be based on the lump sum or standard hourly rate with a maximum method of payment as detailed in the Attachments.

(b) The OWNER shall notify the ENGINEER of any disputed amounts in the invoices within fourteen (14) calendar days of receipt. If OWNER contests an invoice, OWNER may withhold only that portion so contested, and must pay the undisputed portion.

(c) Final Payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

(d) If OWNER fails to make any payment due ENGINEER within forty-five (45) calendar days after OWNER's receipt of ENGINEER's invoice, the amount due ENGINEER shall be increased at the rate of 1.5% per month from said forty-fifth day. The OWNER is solely responsible for the payment of any interest incurred due to late payments. The FUNDING AGENCY will not reimburse for any interest incurred. In addition, after ten (10) calendar days prior written notice, the ENGINEER may suspend services under this Agreement until ENGINEER is paid in full. OWNER waives any and all claims against ENGINEER for any such suspension.

8. Time

(a) PROGRESS AND COMPLETION

1. Time limits stated in this Agreement are of the essence. By executing the Agreement, ENGINEER confirms that the Contract Time(s) is (are) reasonable periods for performing each phase of the Work.
2. The ENGINEER shall proceed expeditiously, consistent with professional skills, with adequate forces to achieve completion within the Contract Time.
3. The OWNER shall not be liable to the ENGINEER for additional time or money if the ENGINEER submits a progress report expressing an intention to achieve completion of the Work prior to the Contract Time and then is not able to achieve intended accelerated schedule regardless of the reason.
4. If the ENGINEER is delayed at any time in the commencement or progress of the Work by an act or neglect of the OWNER, changes in the Work as directed by the OWNER in writing, or other causes beyond the ENGINEER'S control, then the Contract Time may be extended by OWNER per Section 5 of this Agreement. Extensions of time not associated with modifications or change to the Work shall not be allowed to increase the Contract

amount for overhead or for any other reason and shall strictly apply toward liquidated damages.

5. The ENGINEER shall promptly notify OWNER in writing of any conditions that may delay delivery of work beyond the Contract Time.
6. OWNER shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the ENGINEER'S performance of its Services.

(b) CONTRACT TIME AND LIQUIDATED DAMAGES

1. The ENGINEER agrees that the Services being provided under this Agreement will be performed regularly, diligently and without interruption at such rate of progress as will ensure completion within the Contract Time. It is expressly understood and agreed, by and between ENGINEER and the OWNER, that the Contract Time is a reasonable time for completion of the Services, taking into consideration the usual conditions for performing the Services. ENGINEER agrees to promptly notify OWNER of delays in completing the services under this Agreement that are beyond ENGINEER's control and for which a Contract Time extension will be requested. If the ENGINEER neglects, fails or refuses to complete the Services within the Contract Time, including any time extension granted by the OWNER, then the ENGINEER agrees to pay the OWNER the amount specified in the ATTACHMENT, not as a penalty, but as liquidated damages.
2. The parties agree that the amount of the likely damages to the OWNER for such delay is difficult to ascertain at the time of execution of this Agreement, but that a reasonable estimate of such damages may be deducted from any monthly progress payments due to the ENGINEER or from other monies being withheld from the ENGINEER when a reasonable estimate of the expected date of completion can be determined by the OWNER.
3. Final accounting of Liquidated Damages shall be determined at completion and the ENGINEER shall be liable for any Liquidated Damages over and above unpaid balances held by the OWNER.
4. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER amount specified in the ATTACHMENT (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

9. Project Design

Unless otherwise approved by the OWNER and Funding Agency, the ENGINEER shall specify materials, equipment, and processes that are readily available through competitive procurement and consistent with State and Federal regulations.

10. Audits and Access to Records

(a) The ENGINEER shall maintain books, records, documents, and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and Funding Agency regulations in effect on the date of execution of this Agreement. The ENGINEER shall also maintain the

financial information and data used by the ENGINEER in the preparation of support of the cost submission required under EPA regulations in effect on the date of execution for any negotiated agreement or amendment thereof and a copy of the cost summary submitted to the OWNER. The Funding Agency, the Comptroller General of the United States, the U.S. Department of Labor, OWNER, and the State water pollution control agency or any of their duly authorized representatives shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The ENGINEER will provide proper facilities for such access and inspection.

(b) The ENGINEER agrees to make paragraphs (a) through (f) applicable to all agreements it awards in excess of $10,000, at any tier, and to make paragraphs (a) through (f) of this clause applicable to all amendments directly related to Project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency (ies) and the General Accounting Office.

(d) The ENGINEER agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a) upon their request.

(e) Records under paragraphs (a) and (b) above shall be maintained and made available by the ENGINEER during performance of services under this Agreement and for three (3) years from the date of final Federal/State assistance payment to the OWNER for the Project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the ENGINEER until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(f) This right of access clause applies to financial records pertaining to all agreements (except formally advertised, competitively awarded, fixed price agreements) and all agreement amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreements and agreement amendments:

1. To the extent the records pertain directly to Agreement performance; or
2. If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. If the Agreement is terminated for default or for convenience.

11. Subcontracts

(a) Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations of this Agreement. The OWNER and the FUNDING AGENCY must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.

(b) The ENGINEER may not subcontract services to subcontractors or consultants in excess of thirty (30) percent of the total phased compensation due ENGINEER and detailed in the Attachments without the OWNER AND FUNDING AGENCY prior written approval.

12. Insurance

The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount specified in ATTACHMENT for injury to any one person and amount specified in ATTACHMENT on account of any one accident and in the amount specified in ATTACHMENT for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount specified in ATTACHMENT per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

13. Environmental Condition of Site

(a) OWNER has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.

(b) OWNER represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.

(c) If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) OWNER and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

(d) It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

(e) If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 calendar days' notice.

(f) OWNER acknowledges that Engineer is performing professional services for OWNER and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive

Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

14. Mutual Waiver

To the fullest extent permitted by law, OWNER and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

15. Independent Contractor

Engineer will, at all times during the performance of this Agreement and in connection with the Services, be deemed to be an Independent Contractor. No relationship of employer-employee or agency or other fiduciary capacity is created by this Agreement or by Engineer's performance of the Services.

16. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

17. Gratuities

(a) If the OWNER finds after a notice and hearing that the ENGINEER or any of the ENGINEER's agents or representatives offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or the FUNDING AGENCY in an attempt to secure this Agreement, or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, the OWNER may, by written notice to the ENGINEER, terminate this Agreement. The OWNER may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which the OWNER bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

(b) In the event this Agreement is terminated as provided in paragraph (a), the OWNER may pursue the same remedies against the ENGINEER as it could pursue in the event of a breach of the Agreement by the ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, the OWNER may pursue exemplary damages in an amount (as determined by the OWNER) which shall be not less than three nor more than ten times the costs the ENGINEER incurs in providing any such gratuities to any such officer or employee.

18. Covenant Against Contingent Fees

The ENGINEER represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the ENGINEER for the purpose of securing business. For breach or violation of this assurance the OWNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

19. Cost and Pricing Data on Federally-funded Projects (delete section if not applicable)

The ENGINEER and its subcontractor(s) assure that cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated agreements, lower tier subagreements, or amendments are based on current, accurate, and complete data supported by their books and records. If the OWNER, or Funding Agency determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement, or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and this Agreement shall be modified in writing to reflect such action. Failure to agree on a reduction shall be subject to the Remedies clause of this Agreement.

20. Remedies

Unless otherwise provided in this Agreement, all claims, counter-claims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided by non-binding mediation or arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

21. Assurance Against Debarment

The ENGINEER assures that neither it nor any of its subcontractors are suspended or debarred by EPA or USDA-RD.

SECTION B – ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

Engineering Services During the Planning Phase

1. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT I – Planning Services scope of work and cost proposal within the time specified in Attachment I – Compensation for Engineering Services During the Planning Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

Engineering Services During the Design Phase

2. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT II – Design Services scope of work and cost proposal and section B-2 through B-10 described herein within the time specified in Attachment II – Compensation for Engineering Services During the Design Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties. Any supporting documentation or revisions regarding the ENGINEER's services under this Agreement necessary to obtain the approval of the Funding Agency and all State regulatory agencies will be provided promptly.

3. The ENGINEER shall perform the necessary design surveys, accomplish the detailed design of the Project, prepare contract documents including design drawings, specifications and invitations for bids, and prepare a final opinion of probable Project costs based on the final design of the Project. The design drawings prepared shall be in sufficient detail to show the character and extent of the Project and to permit the actual location of the proposed improvements on the Project site. It is also understood that if subsurface explorations such as borings, or soil tests are required to determine amounts of rock excavation or foundation conditions, the ENGINEER will furnish coordination of said explorations as an Additional Engineering Service, and the costs incident to such explorations, no matter whether they are performed by the ENGINEER or by others shall be paid for by the OWNER as indicated in Section C and set out in Attachment II.

4. The ENGINEER shall review the Engineering Report prepared for this Project and, if necessary and upon consultation with and concurrence of the OWNER, Funding Agency or delegated State as appropriate, shall revise design criteria, design standards, treatment process sizing and other appropriate preliminary design information included in the Plan or other preliminary engineering reports in order to complete the final design for the Project in accordance with the performance standards and accepted engineering practices.

5. The ENGINEER shall assist the OWNER in obtaining necessary permits and approvals from appropriate Federal, State, and local regulatory agencies. The cost of obtaining such permits and approvals shall be borne by the OWNER. However, this shall not be construed as a guarantee that the ENGINEER can cause a permit or permit condition to be granted or further the OWNER's goals.

6. The Contract Documents furnished by the ENGINEER under Section B-4 shall utilize Funding Agency endorsed construction contract documents, as appropriate.

7. Prior to the advertisement for bids, the ENGINEER shall provide for each construction contract to be awarded by the OWNER, the number of copies specified in Attachment II of the detailed design drawings, specifications, and contract documents for use by the OWNER and appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The ENGINEER shall provide additional copies of the above specified documents to the OWNER at the cost of reproduction. Originals of such items as documents, survey notes, and tracings, prepared by the ENGINEER are and shall remain the property of the ENGINEER, but this shall in no way infringe upon the OWNER's rights to such items under Section A-6(e).

8. The ENGINEER shall establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work and show their location in the Contract Documents. This information and the Contract Documents will provide the contractor sufficient reference from which to execute the contract work. The ENGINEER is not obligated to set construction grade stakes for the construction of the Project.

9. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of maps or drawings showing the approximate location of needed construction easements, permanent easements, rights-of-way and land to be acquired. Such maps or drawings shall be furnished promptly to enable the OWNER to initiate property and easement acquisitions.

10. The ENGINEER shall, prior to completion of ninety (90) percent of the Design Phase service, prepare and furnish to the OWNER an estimate for total compensation to be paid to

the ENGINEER for providing the services to be performed in the Construction Phase and Operation Phase.

11. Section B-2 through B-10 and those ADDITIONAL ENGINEERING SERVICES designated for the Design Phase in Attachment II will take effect upon execution of Attachment II.

Engineering Services During the Construction Phase

12. ENGINEER shall complete the ENGINEER SERVICES described in ATTACHMENT III – Construction Services scope of work and cost proposal and section B-12 through B-23 described herein, within the time specified in Attachment III – Compensation for Engineering Services During the Construction Phase from the date of written authorization to proceed unless otherwise mutually agreed to by both parties.

13. The ENGINEER shall attend the bid opening and tabulate the bid proposals, analyze the responsiveness of the bidders, check references, and make recommendations for awarding the contract(s) for construction to the lowest responsible, responsive bidder.

14. Upon award of each construction contract, the ENGINEER shall furnish to the OWNER, for each contract, the number specified in Attachment III of the sets of the design drawings, specifications and contract documents for execution by the OWNER and contractor. The ENGINEER shall provide additional copies of such contract documents to the OWNER at the cost of reproduction.

15. The ENGINEER shall review and approve, for conformance with the design concept all shop drawings and other submittals required by the Contract Documents to be furnished by contractors.

16. The ENGINEER shall interpret the general intent of the design drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors.

17. The ENGINEER shall provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractors are conforming to the general design concept. Engineer shall, in connection with observations of Contractor's Work while it is in progress make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, but at least monthly, to observe as an experienced and qualified design professional the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep OWNER informed of the progress of the Work.

18. The ENGINEER's undertaking hereunder shall not relieve the contractor of its obligation to perform the work in conformity with the Contract Documents and in a workmanlike

manner; nor shall it make the ENGINEER an insurer of the contractor's performance. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

19. The ENGINEER shall review each contractor's applications for progress and final payments and submit sufficient copies of same to the OWNER with the ENGINEER's recommendation for approval or disapproval.

20. The ENGINEER shall prepare necessary contract change orders for approval of the OWNER, the Funding Agency and others as required. The ENGINEER shall make an independent assessment of the Contractor's cost and time proposal and the impacts on the Contract Price and Contract Time as part of the review and recommendation process for each change order.

21. The ENGINEER shall make a site visit prior to issuing the certificate of substantial completion of all construction and submit a written report to the OWNER, the Funding Agency and others as required.

22. Prior to submission of recommendation for final payment on each contract, the ENGINEER shall submit a certificate of substantial completion of work done under that contract to the OWNER, the Funding Agency and others as required.

23. The ENGINEER shall provide the OWNER with record drawings as specified in the scope of work for Attachment III. Such drawings will be based upon the Resident Project Representative's construction data and the construction records provided by the contractor during construction and reviewed by the Resident Project Representative.

24. Section B-12 through B-23 and those ADDITIONAL ENGINEERING SERVICES designated for the Construction Phase in Attachment III will take effect upon execution of Attachment III.

Engineering Services During the Operation Phase

25. The ENGINEER shall complete the ENGINEERING SERVICES described in ATTACHMENT IV – Operational Services scope of work and cost proposal and section B-25 through B-29 within the time specified in Attachment IV – Compensation for Engineering Services During the Operation Phase from the date of written authorization to proceed unless otherwise mutually agreed to in writing by both parties.

26. The ENGINEER shall review the first year's operation of the Project and revise the operation and maintenance manual for the Project as necessary to accommodate actual operating experience.

27. The ENGINEER shall provide to the OWNER monthly operation reports on the performance of the Project.

28. The ENGINEER shall train operating personnel and prepare curricula and training material for operating personnel.

29. Eleven (11) months after the initiation of the Project operation, the ENGINEER shall

advise the OWNER in writing whether the Project meets the project performance standards.

30. Section B-25 through B-29 and those ADDITIONAL ENGINEERING SERVICES designated for the Operation Phase in Attachment IV will take effect upon execution of Attachment IV.

SECTION C – ADDITIONAL ENGINEERING SERVICES

ADDITIONAL ENGINEERING SERVICES as detailed in the Attachments shall be provided by the ENGINEER upon written authorization by the OWNER and concurrence of Funding Agency. Compensation for performing the designated ADDITIONAL ENGINEERING SERVICES will be included on Attachment I, Attachment II, Attachment III, or Attachment IV. ADDITIONAL ENGINEERING SERVICES could include such things as the following.

1. Provide Resident Project Observation. The ENGINEER shall, prior to the preconstruction conference, submit a resume of the Resident Project Representative's qualifications, anticipated duties and responsibilities for approval by the OWNER and the Funding Agency. Resident observation includes checking lines and grades, keeping records of full measurements and the contractor's activities, passing information between the ENGINEER and contractor, reviewing of contractor's request for progress payments, inspection of completed work for compliance with Contract Documents and keeping of a daily diary per Funding Agency requirements. Performance of this service will not guarantee the contractor's performance, but it endeavors to protect the OWNER against defects and deficiencies in the Project and verify compliance with the contract Documents. Period of service for calculating compensation will be as specified in the Attachments.

2. Prepare site, boundary, and topographic surveys for treatment works, dams, reservoirs, and other similar special surveys as may be required.

3. Conduct laboratory tests, well tests, borings, and specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.

4. Prepare property surveys, detailed descriptions of sites, maps, drawings, or estimates related thereto; assist in negotiating for land and easement rights.

5. Appear before courts or boards on matters of litigation related to the project.

6. Assist OWNER with developing a user charge system. Design a user charge system to produce adequate revenues required for the operation, maintenance and replacement of the Project that meets applicable EPA or other requirements.

7. Prepare an operation and maintenance manual.

8. Provide construction-staking services.

9. Prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

10. Provide services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements

including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, standards or orders enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond ENGINEER's control.

11. Provide services resulting from evaluation by ENGINEER during the Study and Report Phase at OWNER's request of alternative solutions in addition to those specified in Attachment I.

12. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by OWNER; and performing or furnishing services required to revise studies, reports, Drawings, Specifications or other Bidding Documents as a result of such review processes.

13. Provide services in connection with Work Change Directives and Change Orders to reflect OWNER-requested changes to the Drawings and Specifications.

14. Provide services in making revisions to Drawings and Specifications occasioned by the OWNER's acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the construction contract in evaluating and determining the acceptability of a substitution.

15. Provide additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective, neglected or delayed work by Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, or (5) default by Contractor.

SECTION D – SPECIAL PROVISIONS OR MODIFICATIONS TO THE STANDARD LANGUAGE IN THIS AGREEMENT

(Describe, attach or indicate "None")

For Planning Grant Funds from NMFA Insert the note: For Preliminary Engineering Reports or other documents paid for using NMFA Planning Grant Funds, the engineer will only be able to submit one invoice at the end of the project upon approval of the planning document.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below. **The parties further certify by their signatures below that no modifications have been made to the standard language of this Agreement, other than those detailed in Section D.**

ATTEST:_____
Type Name_____
Title_____
Date _____

OWNER: _____
By_____
Type Name _____
Title _____
Date _____

ATTEST:_____
Type Name _____
Title _____
Date _____

ENGINEER: _____
By _____
Type Name _____
Title _____
Address _____
_____
Date _____

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name_____
Date _____

ATTACHMENTS

Please check the appropriate box and include applicable attachments

1. As set forth in the AGREEMENT FOR ENGINEERING SERVICES dated the _____day of_____, 20_____ by and between the _____, the OWNER, and _____, the ENGINEER, the OWNER and ENGINEER agree this _____ day of_____, 20_____ that the OWNER shall compensate the ENGINEER for services described in Section B and Section C and further described in

☐ **ATTACHMENT I** – Planning Services scope of work, cost proposal and compensation for Engineering Services During the Planning Phase

☐ **ATTACHMENT II** – Design Services scope of work, cost proposal and compensation for Engineering Services During the Design Phase

☐ **ATTACHMENT III** - Construction Services scope of work, cost proposal and compensation for Engineering Services During the Construction Phase

☐ **ATTACHMENT IV** - Operational Services scope of work, cost proposal and compensation for Engineering Services During the Operation Phase

2. Compensation for ENGINEERING SERVICES shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ENGINEERING SERVICES, as described in the appropriate ATTACHMENTS shall not exceed $_____, excluding gross receipt tax and reimbursables.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ENGINEERING SERVICES as described in the appropriate ATTACHMENTS shall not exceed $_____ without prior written approval of the OWNER, with Funding Agency concurrence.

3. Compensation for ADDITIONAL ENGINEERING SERVICES (provided by the ENGINEER upon written authorization from the OWNER and concurrence of the Funding Agency), shall be by the

☐ **LUMP SUM** method of payment. The total amount of compensation for ADDITIONAL ENGINEERING SERVICES, as described in the appropriate ATTACHMENT shall not exceed $_____, excluding gross receipt tax and reimbursables.

☐ **STANDARD HOURLY RATE WITH MAXIMUM** method of payment. The total amount of hourly charges, excluding gross receipt tax and reimbursables, for ADDITIONAL ENGINEERING SERVICES as described in the appropriate ATTACHMENT shall not exceed $_____ without prior written approval of the OWNER and with Funding Agency concurrence.

4. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-5.
Contract Time under Section B. and for the purpose of Section A.8 shall be _____ calendar days (or as specified in the Attachments).

5. The OWNER and ENGINEER agree that as mutually agreeable, reasonable Liquidated Damages for delay (but not as a penalty), ENGINEER shall pay OWNER _____dollars ($_____) (minimum fifty dollars [$50.00] per day) for each calendar day that expires after the Contract Time specified in the Agreement (See

attached project schedule - Gantt chart, bar chart, etc.) until the Work is complete and accepted by the OWNER. OWNER shall have no more than ten (10) calendar days to accept or reject the Work.

6. The ENGINEER agrees to obtain and maintain, at the ENGINEER's expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability and automobile insurance as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER, or by the ENGINEER's employees, for the ENGINEER's functions and services required under this Agreement. Such insurance shall be in an amount not less than $_____ for injury to any one person and $_____ on account of any one accident and in the amount of not less than $_____ for property damage. The ENGINEER further agrees to procure and maintain professional liability (errors and omissions) insurance in an amount not less than $_____ per claim and in the aggregate. Prior to commencement of any work, the ENGINEER shall furnish to the OWNER a certificate that complies with this paragraph. The certificate shall provide that the policy shall not be canceled until at least ten (10) calendar days prior written notice shall have been given to the OWNER. ENGINEER shall provide annual updates of the certificate to demonstrate the policy remains in effect for the duration of this Agreement.

7. OWNER shall pay ENGINEER applicable gross receipt taxes and reimbursable expenses at the rates set forth in the appropriate ATTACHMENTS. The amounts payable to ENGINEER for reimbursable expenses will be the project related internal expenses, such as mileage, per diem and reproduction, actually incurred or allocated by ENGINEER, plus all invoiced external reimbursable expenses, including consultants, allocable to the project, the latter multiplied by a factor of_____(1.1 MAXIMUM). Mileage will be reimbursed at the current federally approved IRS rate. Reimbursable expenses shall not exceed the estimate in the ATTACHMENT without prior written approval of the OWNER, with Funding Agency concurrence.

8. The method for interim or partial payments, such as milestone or time & materials, shall be:_____

The rest of the page is intentionally left blank

9. Signatures

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in triplicate on the respective dates indicated below.

ATTEST:_____
Type Name_____
Title_____
Date _____

OWNER: _____
By_____
Type Name _____
Title _____
Date _____

ATTEST:_____
Type Name _____
Title _____
Date _____

ENGINEER: _____
By _____
Type Name _____
Title _____
Address _____
_____
Date _____

REVIEWED: FUNDING AGENCY
NAME: _____
By _____
Type Name_____
Date _____

Attachment I

Agreement for Engineering Services

Planning Services scope of work, cost proposal and compensation for Engineering Services during the Planning Phase

A. Scope

B. Cost Proposal – Include hourly breakdown for each task (see example)

C. Schedule of time to complete work

Attachment II

Agreement for Engineering Services

Design Services scope of work, cost proposal and compensation for Engineering Services during the Design Phase

A. Scope

B. Cost Proposal – Include hourly breakdown for each task (see example)

C. Schedule of time to complete work

Attachment III

Agreement for Engineering Services

Construction Services scope of work, cost proposal and compensation for Engineering Services during the Construction Phase

A. Scope

B. Cost Proposal – Include hourly breakdown for each task (see example)

C. Schedule of time to complete work

Attachment IV

Agreement for Engineering Services

Operational Services scope of work, cost proposal and compensation for Engineering Services during the Operation Phase

A. Scope

B. Cost Proposal – Include hourly breakdown for each task (see example)

C. Schedule of time to complete work

EXAMPLE FEE PROPOSAL - ENGINEERING SERVICES

Project Description:	Little Town Water System Improvements
Project Number(s):	00-000-00
OWNER:	Little Town, NM
Engineer:	Middle Town Engineers
Date of Submittal:	Jan. 15, 2002

PRELIMINARY ENGINEERING (PER)

Job Description	Principal	Project Engineer	Engineer Tech	Survey Crew	Field Tech	Admin Assist	Mileage	Per Diem	Prints	Totals	Sub-contracts	Total Task
Grade Level		V	IV		III	III					Geologist	
Billing Rate / Unit											Hydrologist	
Unit	Hrs	Hrs	Hrs	Hrs	Hrs	Hrs	Miles	Days	Prints		$	$
Task												
Project Start-Up												
Client Interview / Programming												
Project Management Plan												
Start-Up Meeting Preparation												
Start-Up Meeting												
Total Hours												
Conceptual Engineering												
Plan of Approach												
Report Outline / Approval												
Data and Measurements (Below):												
Coordination for Test Wells												
Test Wells (2)												
Gather Drawings / Records												
Interview Maintenance Staff												
Right of Way Research												
Identify Alternatives/Eval Criteria												
Studies / Schematics (Below):												
Growth Analysis												
Development of Water Model												
Evaluation of Existing System												

Evaluation of Alternatives												
Meetings												
Public / Client Meetings (Below):												
Meetings with Client (3 Mtgs)												
Public Infor Meeting (1 Mtg)												
Report Generation												
Write / Distribute Report												

Signature:

Email: jwblair@santafenm.gov

Signature: Andy Hopkins

Email: ajhopkins@ci.santa-fe.nm.us

23-0068 CDM Smith, Inc.

Final Audit Report 2023-02-28

Created:	2023-02-27
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1n_SkRzGU1Yk7AkzrM8DJ7qNIRxCXft0

"23-0068 CDM Smith, Inc." History

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Agreement completed.

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