SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(Engineering Services – 2021)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and CDM Smith Inc. ("Contractor") for engineering services as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. **SCOPE OF SERVICES**

   The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. **STANDARDS OF PERFORMANCE; LICENSES**

   A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

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

3. **COMPENSATION**

   A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Sixty-One Thousand Eight Hundred Seventy-Two Dollars and No Cents ($161,872.00).

   B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

   C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for
services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency’s decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. **TERM AND EFFECTIVE DATE**

A. This Agreement shall be effective when signed by the Agency and terminate on May 20, 2022, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. **TERMINATION**

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

   1) Contractor shall render a final report of the services performed up to the
date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. CONFIDENTIALITY

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

9. **OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

10. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

11. **ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency’s prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency’s prior written approval.

12. **RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.
13. **INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of $2,000,000 for each occurrence and $4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor’s compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than $2,000,000 for each claim.

D. Contractor shall carry and maintain Workers’ Compensation insurance in accordance with New Mexico law to provide coverage for Contractor’s employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers’ Compensation insurance has been obtained.
14. **INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys’ fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency’s negligence.

15. **NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

17. **RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, City of Santa Fe Finance Department, and the
State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

18. **APPLICABLE LAW; CHOICE OF LAW; VENUE**

   Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. **AMENDMENT**

   This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

20. **SCOPE OF AGREEMENT**

   This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. **NON-DISCRIMINATION**

   During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color,
national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. **SEVERABILITY**

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

23. **NOTICES**

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

**AGENCY:** Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506

**CONTRACTOR:** Mr. Robert A. Fowlie, P.E., BCEE  
Client Services Leader  
CDM Smith Inc.  
6001 Indian School Road NE, Suite 310  
Albuquerque, NM 87110

B. Such notices may be delivered by:

1) personal delivery;

2) certified U.S. mail, returned receipt requested; or

3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.
24. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF Bribes, Gratuities, and Kickbacks**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

JoAnne Vigil Coppler
Chairperson

Date: 5/20/21

ATTEST:

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:

Robert A. Fowlie, P.E.
Client Services Leaser
CDM Smith Inc.

Date: 5/24/21

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date: 5/21/2021
EXHIBIT A

Scope of Services
May 5, 2021

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Santa Fe Solid Waste Management Agency
Task Order Proposal for Year 1 On-Call Engineering Services

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Year 1 of our On-Call Engineering Services Contract. This Task Order Proposal includes the scope of work and budgets for Year 1 Tasks discussed with SFSWMA during our conference call on 3/1/2021; and updated based on our call on 4/29/2021 and your email dated 5/4/2021. A general summary of anticipated tasks for Years 2, 3, 4, and Future Tasks are also included herein.

The following tasks are anticipated to be completed during Year 1 of the Contract:

- Task 1.0 BuRRT Glass Crushing Area Improvements
- Task 2.0 Landfill Management Plans Closeout
- Task 3.0 Landfill Section 404 Evaluation
- Task 4.0 Landfill Survey #1-Topography & Volumetrics
- Task 5.0 Landfill Survey #2-Topography & Volumetrics
- Task 6.0 Landfill Inbound Scale Replacement
- Task 7.0 Landfill Operational Support
- Task 8.0 Miscellaneous Engineering Services

The following sections detail the Task Orders identified above. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.
Year 1 Tasks

Task 1.0 BuRRT Glass Crushing Area Improvements

The glass crushing operation is located on the southwest side of the BuRRT facility and includes glass crushing equipment, as well as concrete bunkers and an asphalt apron. CDM Smith recently completed construction plans and specifications for the BuRRT glass crushing area improvements project (ITB 21/13/B). The improvements consisted of constructing a reinforced concrete bunker to store glass bottles for crushing; repairs to the existing concrete bunkers; new asphalt pavement; and general cleanup of the area. The new concrete bunker will have steel plates on the inside, similar to the push walls in the transfer station. The purpose of this task is to complete the next project phase including bid and construction phase services, which are detailed below.

1.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

1.2 Bidding Phase Services

- CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:
  - Coordinate with Academy Reprographics to post bid documents online
  - Prepare Pre-Bid Meeting Agenda
  - Attend virtual pre-bid conference
  - Address bidders’ written questions through addenda (up to two addenda).
  - Evaluate the bids and recommend award

1.3 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting
- Review contractor’s submittals
- Respond to contractor’s requests for information (RFIs)
- Prepare and review change orders
Review and approval of contractor's applications for payment
Answer contractor's questions during construction
Perform two onsite inspections during construction
Perform one onsite walkthrough at substantial and final completion
Prepare record drawings

Assumptions:
- No further design work is required
- Construction Plans & Specifications are ready for Bidding Phase
- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Plans & Specifications to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- Meetings (pre-bid and pre-construction) will be virtual
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor
- CDM Smith will make three site inspection visits, two during construction, and one for substantial completion
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- Project timeline will not exceed 4 months. Schedule extensions may result in additional costs.
- Full-size hard copies of construction plans will not be provided
- Record drawings be provided in a reduced hard copy format (11 x 17-inches) along with an electronic copy.
Deliverables:

- Monthly progress reports and invoices (via email)
- Up to two addenda
- Recommendation of Award and Bid Tabulation
- One hard copy and one electronic copy (CD) of the Project Files Binder will be provided to SFSWMA for recordkeeping, and will include copies of: submittals, RFIs, change orders, pre-construction meeting agenda/notes, pay applications, daily construction progress reports by Owner, site visits by Engineer, certificate of substantial completion, and record drawings (11 x 17 inches).

Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual kickoff meeting with SFSWMA to plan the schedule for bidding and construction. Task 1.0 project work is estimated to be completed within 4 months of Notice to Proceed.

Cost Estimate

Task 1, BuRRT Glass Crushing Area Improvements project work be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $33,210 excluding NMGRT. The Cost Estimate for Task 1 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 2.0 Landfill Management Plans - Closeout

SFSWMA’s Solid Waste Facility Permit for the Caja del Rio Landfill was approved by NMED SWB in 2015 and includes several landfill management plans for the facility. These plans were prepared by CDM Smith and Bluewater Environmental Consulting LLC (Bluewater) as part of the permitting effort. SFSWMA is updating select portions of these plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

The Draft Landfill Management Plans were prepared and submitted to SFSWMA on 10/19/2020, and Fill Progression Figures (additional requested scope item) were provided on 2/12/2021. Our work on this project under the Engineering Services 2020 Contract exceeded the upper limit due to additional scope and extended timelines. The purpose of this task is to close out the Landfill Management Plan updates project as described below.
2.1 Management Plan Closeout

This task includes project management (project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing), and finalization of the Landfill Management Plans. SFSWMA will provide final edits/comments to CDM Smith for the Landfill Management Plans. CDM Smith will prepare a submittal (hard copy and PDF) for the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) review. We anticipate one request for additional information from NMED SWB prior to finalizing the documents.

Assumptions:
- Project timeline will not exceed three months. Schedule extensions may result in additional costs.
- One virtual meeting to review SFSWMA comments on Draft plans
- CDM Smith will respond to one request for additional information from NMED SWB
- A meeting with NMED SWB is not required
- CDM Smith will not be responsible for updating, reviewing, or submitting documents prepared by Bluewater
- A meeting with Bluewater is not required
- No travel is required by CDM Smith staff

Deliverables:
- Monthly progress reports and invoices (via email)
- NMED SWB review – one hard copy will be provided in track changes format for regulatory review and approval, incorporating comments from SFSWMA.
- Final landfill management plan updates (with NMED SWB approval) – 2 hard copies and PDF (CD) to SFSWMA and 2 hard copies to NMED SWB.
- If required, portions of the Final (NMED SWB-approved) plan updates will be provided as PDFs to Bluewater Environmental, LLC in track changes format (via email).

Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual meeting to review SFSWMA’s comments on the Draft Plans. CDM Smith will incorporate SFSWMA’s edits and comments and prepare electronic and hard copy submittals for NMED SWB. Once SWB issues comments, CDM Smith
will update the Plans and re-submit final copies for NMED SWB approval. Task 2.0, Landfill Management Plan project work is estimated to be completed within 3 months of Notice to Proceed.

Cost Estimate

Task 2.0, Landfill Management Plan Closeout will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $5,130 excluding NMGRT. The Cost Estimate for Task 2.0 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 3.0 Section 404 Evaluation

An arroyo intersects a portion of the undeveloped East Phase of the Caja del Rio Landfill. The United States Army Corps of Engineers (USACE) administers permit applications for sediment discharges associated with projects under Section 404 of the Clean Water Act. The purpose of this task is to determine if a Section 404 Permit will be required for development of the East Phase. CDM Smith will work with our specialty subconsultant, Rocky Mountain Ecology (RME) on the Section 404 Evaluation.

3.1 Project Management

Project management includes project setup, project kickoff, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

3.2 Section 404 Evaluation

RME will conduct a field inspection to delineate the ordinary high-water mark for the arroyo and prepare a Preliminary Request for Jurisdictional Determination (PJD) for submittal to the USACE to initiate the consultation process.

Assumptions:

- A virtual kickoff meeting will be held with SFSWMA, CDM Smith, and RME
- Once USACE provides a determination, a conference call will be held with SFSWMA, CDM Smith, and RME to discuss the next phase of the project, as needed
- This phase of work does not include 404 permitting, notifications, cultural surveys, or biological surveys; if USACE determines that the referenced arroyo is under their jurisdiction, a second phase of work will be proposed to SFSWMA to address USACE requirements.
- Project timeline will not exceed three months. Schedule extensions may result in additional costs.
Deliverables:
- Monthly progress reports and invoices (via email)
- PJD documentation and submittal to USACE

Schedule
RME can mobilize to complete the site inspection within one week of Notice to Proceed. USACE does not have a regulatory timeline for response to the PJD, though they average 30-45 days. The Task 7.0, Section 404 Evaluation project work is estimated to be completed within 3 months of Notice to Proceed.

Cost Estimate
Task 3.0, Section 404 Evaluation will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $11,450 excluding NMGRT. The Cost Estimate for Task 3.0 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 4.0 Landfill Survey #1-Topography & Volumetrics
The purpose of this task is to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith’s specialty subconsultant, Bohannan Huston Inc. (BHI) will complete an aerial topographic survey (Survey #1) for select portions of the Caja del Rio Landfill during the second calendar quarter of 2021. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

4.1 Project Management
Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

4.2 Topographic Survey
BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #1 survey areas constitute approximately 150 acres. Survey areas are listed below and depicted on Figure 1:
4.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #1 (as applicable):

- Unprocessed basalt pile
- Processed basalt pile
- Borrow soil area
- Compost piles
- Mulch piles
- Manure piles
- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.
Assumptions:
- Survey limits will remain consistent with those depicted in Figure 1. Changes to survey limits may increase the cost of the survey.
- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

Deliverables:
- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

Schedule
The schedule for Task 4.0, Landfill Survey #1 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Del Hur is currently performing crushing operations, and once these are completed (anticipated during summer 2021), the survey can be scheduled. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 4.0 project work is estimated to be completed within 2 months of Notice to Proceed.

Cost Estimate
Task 4.0, Landfill Survey #1 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $32,530 excluding NMGRT. The Cost Estimate for Task 4.0 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 5.0 Landfill Survey #2-Topography & Volumetrics
CDM Smith’s specialty subconsultant, Bohanan Huston Inc. (BHI) will complete a second aerial topographic survey (Survey #2) for select portions of the Caja del Rio Landfill during late 2021 or 2022, in consultation with SFSWMA. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

5.1 Project Management
Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.
5.2 Topographic Survey

BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #2 survey areas constitute approximately 80 acres. Survey areas are listed below and depicted on Figure 2:

- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a

5.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #2 (as applicable):

- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.

Assumptions:
- Survey limits will remain consistent with those depicted in Figure 2. Changes to survey limits may increase the cost of the survey.
Project timeline will not exceed two months. Schedule extensions may result in additional costs.

**Deliverables:**

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

**Schedule**

The schedule for Task 5.0, Landfill Survey #2 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Due to the later start of Survey #1, this survey may not occur until mid-to-late 2022. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 5.0 project work is estimated to be completed within 2 months of Notice to Proceed.

**Cost Estimate**

Task 5.0, Landfill Survey #2 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $21,215 excluding NMGRT. The Cost Estimate for Task 5.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 6.0 Landfill Inbound Scale Replacement**

The purpose of this Task is to provide SFSWMA with bidding and construction phase services associated with removal of the existing mechanical lever system, and installation of a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells. The existing inbound scale system at the Landfill is a pit-type mechanical scale with a concrete deck. Scale systems include three components: the deck, the weighbridge, and the load cells. SFSWMA would like to replace the existing mechanical lever system and install a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells.

Based on information provided by SFSWMA and the company that maintains and calibrates the scales (Rusty’s Weigh Scales and Service, Inc.), the deck and the weighbridge are in good condition and do not require replacement or repairs. SFSWMA has indicated that Rusty’s will inspect the second headwall in the pit to determine if damages exist during their next calibration visit. If damage to the second headwall exist, repairs to the concrete would be included in the bid package for replacement of the existing scale lever system. CDM Smith’s services will consists of preparing bid documents (request for proposal and specifications) for replacement of the existing mechanical lever system and repairs to the existing concrete headwall, if required.
6.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

Assumption:
- Project timeline will not exceed four months. Schedule extensions may result in additional costs.

Deliverable:
- Monthly progress reports and invoices (via email)

6.2 Specifications Package

Replacement of the load cells will not require engineering design work, and a construction plan set is not required. The construction bid package will include Specifications which incorporate SFSWMA’s standard front ends; as well as technical specifications provided by Mettler Toledo for the Powercell® PDX® load cells. We will also include specifications for concrete repairs if required.

CDM Smith assumes that the electrical source and capacity for the new load cells is available on-site, and that the contractor/scale vendor will provide all electrical connections. Therefore, electrical design modifications are not included in this task order. If electrical design work is required, CDM Smith will work with SFSWMA to develop an appropriate scope of work and budget. The replacement scale will be interfaced to SFSWMA’s scale house computer system by the supplier of that system. System interface points will be supplied from the scale manufacturer.

CDM Smith will hold a virtual meeting with SFSWMA to review comments on the specifications package prior to finalizing the documents. CDM Smith will also provide an Engineer’s Opinion of Probable Construction Cost.

Assumptions:
- One virtual project kickoff meeting with CDM Smith and SFSWMA
- The specification package for this work will not be prepared until after Rusty’s Weigh Scales and Service inspect the concrete headwall during their next calibration visit.
- Engineering design work is not required, and no construction plans will be provided with the bid package
- One virtual review meeting for the Draft Specifications Package

Deliverables:
- Draft/Final Specifications Package (electronic only/PDF)
6.3 Bidding Phase Services

CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:

- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders’ written questions through addenda (up to 2 addenda).
- Evaluate the bids and recommend award

Assumptions:

- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Bid Package (Specifications) to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor

Deliverables:

- Up to two addenda
- Recommendation of Award and Bid Tabulation

6.4 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting
Assumptions:
- CDM Smith will make one site visit during construction
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- The contractor will manage any permitting coordination required

Deliverable:
- One electronic copy (PDF) of the Site Visit Report

Schedule
CDM Smith will prepare the Draft Specifications Package within six weeks of Notice to Proceed. CDM Smith will schedule a conference call with SFSWMA after the Draft is issued. Final comments will be incorporated into the Final Specifications Package and advertised by SFSWMA and plan the schedule for bidding and construction. Once the Contractor is selected, construction phase services are estimated to take 5 days. Task 6.0 project work is estimated to be completed within 4 months of Notice to Proceed.

Cost Estimate
Task 6, Landfill Inbound Scale Replacement project work will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $24,380 excluding NMGRT. The Cost Estimate for Task 6 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 7.0 Landfill Operational Support
SFSWMA requires operational support for the Landfill which may include activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel. The purpose of this Task is to provide operational support for the Landfill’s Trimble Global Positioning System (GPS) on an as-needed basis.

7.1 Project Management
Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

7.2 GPS Assistance and Data
CDM Smith’s Project Manager and Engineering will work with our Senior Designer/Drafter to coordinate with SFSWMA to prepare topographic data for GPS excavation and buildout of landfill cells and stormwater features.
Assumptions:
- SFSWMA has calibrated the Trimble GPS system to the site’s coordinate system
- GPS assistance is assumed to consist of up to three areas for assistance as defined by SFSWMA; and each request is assumed to required four hours of staff Engineer and eight hours of staff civil Designer/Drafter.

Deliverables:
- Monthly progress reports and invoices (via email)
- Format of deliverables will be 3D models for use with Trimble GPS system, based on Caja del Rio’s coordinate system

Schedule
The schedule for assignments under Task 7.0 Landfill Operational Support will be determined on a case-by-case basis.

Cost Estimate
Task 7.0, Landfill Operational Support will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $12,140 excluding NMGRT. The Cost Estimate for Task 7.0 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 8.0 Miscellaneous Engineering Services
SFSWMA may require additional engineering support from CDM Smith. Under this Task, SFSWMA may request that CDM Smith provide engineering services not previously identified for the Caja del Rio Landfill or for the BuRRT Facility.

8.1 Project Management
Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

8.2 Engineering Services
Miscellaneous assignments under this Task are intended to be of a limited scope and duration and can be initiated and completed more expeditiously under this authorization.

Assumptions:
- The scope of these services will be initiated based upon a written request by the SFSWMA to CDM Smith.
Separate task orders will not be prepared for these services.

**Deliverables:**
- Monthly progress reports and invoices (via email)

**Schedule**
The schedule for assignments under Task 8.0 Miscellaneous Engineering Services will be determined on a case-by-case basis.

**Cost Estimate**
Task 8.0, Miscellaneous Engineering Services will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $10,000 excluding NMGRT. The Cost Estimate for Task 8.0 is included in Attachment A. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

**Anticipated Tasks for Years 2, 3, 4, and Future Tasks**

**Year 2 Tasks**
The following tasks have been identified by SFSWMA for Year 2 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

**Landfill Maintenance Shop Floor Restoration**
The landfill maintenance shop floor currently includes embedded railings. SFSWMA would like to convert a bay area to smooth flooring in order to be able to use a mobile lift unit (i.e., Mohawk mobile column lifts) for equipment maintenance and repairs. This project requires removal of the existing railings, as well as floor repair, to achieve the surface requirements compatible with use of the mobile lift columns. CDM Smith and team member JRMA will assess the current condition of the maintenance shop floor and identify appropriate repair options which consider repair procedure cost, sustainability, and durability.

**Landfill Operational Support**
CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

**BuRRT Roof Rehabilitation**
The BuRRT facility’s transfer building has a 40,000 square foot roof with thermoplastic polyolefin (TPO) membrane roofing. We understand that SFSWMA may need to rehabilitate the roof, and
project work would include providing plans and specifications for a contractor to be procured under the CES mechanism. CDM Smith and team member JRMA will inspect the roof to assess the extent of the repairs needed. If damage to the roof is extensive, it is possible the structure may be compromised, and a structural analysis may be required. Depending on the extent of the damage, the CDM Smith team will either specify localized repairs to the roofing, or detail and specify an entirely new roof membrane based on the results of the technical representatives’ recommendations.

**BuRRT Facility Management Plan Updates**

CDM Smith successfully assisted SFSMWA with completing the BuRRT Permit Renewal and Modification in 2017. SFSWMA would like to update will prepare updates to the select portions of the BuRRT plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

**BuRRT Transfer Station Tunnel Scale Installation**

SFSWMA would like to install a low-profile axle scale in the BuRRT facility loadout tunnel to weigh material as it is being loaded into the trailers. Low-profile axle scales can be as low as 6-inches in height, constructed of steel, and are designed to be installed without the need for a pit or foundation system. Most concrete or even asphalt surfaces are sufficient as long as the material is in good condition and relatively flat. The CDM Smith team will review the design of the existing tunnel floor to confirm that it has the design capacity to accept the additional weight of the scale with a loaded truck. In addition, a review of the tunnel ceiling heights will also need to be conducted to confirm that the truck and trailer have a free and clear unobstructed path on to the scale and through the tunnel.

**Year 3 Tasks**

The following tasks have been identified by SFSMWA for Year 3 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

**Landfill Design, Construction Plans & Specifications, Construction Oversight**

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

**Landfill Operational Support**

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment,
basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

Landfill Topographic Surveys

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI’s topographical survey data.

Year 4 Tasks

The following tasks have been identified by SFSWMA for Year 4 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Design, Construction Plans & Specifications, Construction Oversight

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

BuRRT Outbound Scale Replacement

SFSWMA would like to replace the outbound scale at BuRRT with a digital Mettler Toledo scale similar to what was installed for the BuRRT facility inbound truck scale by CDM Smith during 2015-16. Our approach for the outbound scale replacement at BuRRT will be similar to the Year 1-Task 2 Landfill Inbound Scale Replacement described earlier in this Task Order.

Landfill Topographic Surveys

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.
Future Tasks
SFSMWA has identified the following tasks as future tasks that will likely take place outside of the current 4-year On-Call Engineering Services Contract, but could be incorporated within the next four (4) years depending on need:

- Caja del Rio Landfill Design, Construction Plans & Specifications, Construction Oversight
- Caja del Rio Landfill - Access Road Pavement Rehabilitation
- BuRRT - Concrete Scrap Tire Containment Area
- Solid Waste Facility Permit Documents
- Facility Corrective Action/Remedial Issues
- Additional General Engineering Services
- Feasibility Studies/Strategic Planning
- Technical Services/Renewables

Year 1 Cost Estimate Summary
As noted for each of the ten Task Orders proposed for Year 1 of the On-Call Engineering Services Contract, detailed cost estimates are provided in Attachment A. In addition, a summary of the not-to-exceed cost for each Task, including estimated NMGRT, is provided in the table below. The total cost of Tasks 1-10 (Year 1) is $150,055, excluding NMGRT. NMGRT is estimated to be approximately $11,817 at the current rate of 7.875%.

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NMGRT = 7.875%
Proposal Approval

We appreciate your review of our Task Order Proposal for Year 1 On-Call Engineering Services, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713, or Robert Fowlie (Client Service Leader) at 505.353.3709 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

Dacia Tucholke  
Project Manager  
CDM Smith Inc.

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

Attachments:

A  Cost Estimate  
B  CDM Smith Schedule of Hourly Billing Rates 2021-2022

cc: File
ATTACHMENT A
Cost Estimate
Cost Estimate
Task 1: BuRRT Glass Crusher Area Improvements
SF SWMA On-Call Engineering Services Contract - Year 1

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Labor Rates

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## Cost Estimate

**Task 2: Landfill Management Plans Closeout**

SFSWMA On-Call Engineering Services Contract - Year 1

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## Cost Estimate

**Task 3: Section 404 Evaluation**

SFSWMA On-Call Engineering Services Contract - Year 1

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**Task 4: Landfill Survey #1 Topography and Volumetrics**  
SFSWMA On-Call Engineering Services Contract - Year 1

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**Task 5: Landfill Survey #2 Topography and Volumetrics**

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## Cost Estimate
### Task 6: Landfill Inbound Scale Replacement
**SFUWMA On-Call Engineering Services Contract - Year 1**

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**Task 7: Landfill Operational Support**

*SF SWMA On-Call Engineering Services Contract - Year 1*

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## Cost Estimate

**Task 8: Miscellaneous Engineering Services**

**SFSWMA On-Call Engineering Services Contract - Year 1**

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<th>Project Manager</th>
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<th>Prof I</th>
<th>Sr Design/ Drafter</th>
<th>Sr Contract Admin</th>
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**Labor Rates**

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- **ODC Multiplier**: 0%
- **Sub Multiplier**: 10%
ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2021-2022
## ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2021-2022

On-Call Engineering Contract

Santa Fe Solid Waste Management Agency

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