MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: October 12, 2026
Subject: Request for Approval of Amendment No. 1 to the Professional Services Agreement with Parkhill of Rio Rancho, NM, for Design, Bid, and Construction Management Services for a New Maintenance Shop and Administration Building at the Caja del Rio Landfill (RFP No. 25098)

SUMMARY

The Agency requests that the Board approve Amendment No. 1 (Amendment) to the Professional Services Agreement (Agreement) with Parkhill, Smith & Cooper, Inc. d/b/a Parkhill of Rio Rancho, NM, for on-call engineering services (RFP No. 25098).

The Amendment adds design, bidding, and construction management for a new maintenance shop and administration building at Caja del Rio Landfill, covering Tasks 2–6: schematic design, design development, construction documents, bid services, and construction-phase A/E services. The Amendment does not include the following services required to complete the project: site survey, geotechnical report, inspection services, and construction material testing.

The Amendment extends the term of the Agreement through October 16, 2027. Pursuant to Article 5 of the Agreement, the Agreement may be renewed annually, subject to Board approval, for a total term not to exceed four years.

The Amendment increases compensation by $718,200, for a total not to exceed $744,918.75. Funding is available in 8100851.572960 (WIP Design) through a budget increase of $718,200 from 816.100700 (Capital Improvement Reserve Fund).

The Amendment also provides Parkhill's scheduled hourly billing rates for 2026.

The probable project cost for the new maintenance shop and administration building is $13.2 million, with a project duration of 20 months.

BACKGROUND

On October 16, 2025, the Board approved an Agreement with Parkhill for on-call engineering services for the Agency for $26,718.75.

The Agreement's Scope of Services, under Task 1, includes the conceptual design of a new maintenance shop and an administration building at the Caja del Rio Landfill as follows:

- Task 1 – Conceptual Design / Site Evaluation
    - Needs Assessment
    - Conceptual Design
    - Budget

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 1 to the Agreement with Parkhill for on-call engineering services associated with Tasks 2-6.

The Agency requests Board approval to extend the Agreement term through October 16, 2027.

The Agency requests Board approval to increase compensation by $718,200, for a total not to exceed $744,918.75.

The Agency also requests approval of a budget increase to 8100851.572960 (WIP Design) from 816.100700 (Capital Improvement Reserve Fund Balance) in the amount of $718,200.

Attachments:

1) Budget Adjustment Request
2) Amendment No. 1 to the Agreement with Parkhill
3) Professional Services Agreement with Parkhill

M:\Memo\Memo.101226.1

ATTACHMENT 1

Budget Adjustment Request

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

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

DEPARTMENT / DIVISION NAME	DATE
SFSWMA	10/13/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	8100851	572960		718,200	
Transfer out of ORG 816 (to ORG/Fund 810)	8160890	755810		718,200	
REVENUES				*{enter as positive #}*	*{enter as positive #}*
Transfer In to ORG 810 (from ORG 816)	8100851	655816		(718,200)	
				$ 718,200	$ -

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

Amendment No. 1 to the Professional Services Agreement with Parkhill of Rio Rancho, NM, for Design, Bid, and Construction Management Services for a New Maintenance Shop and Administration Building at the Caja del Rio Landfill (RFP No. 25098);

Cash is available in 816.100700

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
816	(718,200)
TOTAL:	**(718,200)**

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

Thomasina Chavez **10/13/2026**
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

CITY COUNCIL APPROVAL

JPB
Approval Date

Agenda Item #:

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ATTACHMENT 2

Amendment No. 1 to the Agreement with Parkhill

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT WITH
PARKHILL
(On-Call Engineering Services - 2025)

This AMENDMENT No. 1 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated October 16, 2025 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Parkhill, Smith & Cooper, Inc. d/b/a Parkhill ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call engineering services (RFP No. 25098).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include Task 2 (Schematic Design), Task 3 (Design Development), Task 4 (Construction Documents), Task 5 (Bid Phase Services), and Task 6 (Construction A/E Phase Services) as described in Exhibit A attached hereto.

2. COMPENSATION

Article 3, Compensation of the Agreement, is hereby amended to increase the amount of compensation by a total of Seven Hundred Eighteen Thousand Two Hundred Dollars and No Cents ($718,200.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Seven Hundred Forty-Four Thousand Nine Hundred Eighteen Dollars and Seventy-Five Cents ($744,918.75).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$26,718.75
AMENDMENT NO. 1	$718,200.00
CONTRACT TO DATE	$744,918.75

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

C. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in Exhibit A, attached hereto.

D. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Detailed invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

3. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement, is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on October 16, 2027, 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, Section 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.

4. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

_____ _____
Lisa Cacari Stone Date:
Joint Powers Board

CONTRACTOR:

_____ _____
Frank Pugsley, P.E. Date:
Director of Environmental / Partner
Parkhill

APPROVED AS TO FORM:

_____ _____
Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Scope of Services
for
Parkhill

Parkhill

October 9, 2026

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

RE: Proposal for Professional Services (46593.25)
New Administration and Maintenance Facilities at Caja Del Rio Landfill
149 Wildlife Way
Santa Fe, NM 87506

Dear Mr. Kippenbrock:

Parkhill (A/E) is pleased to have the opportunity to provide this proposal for Architectural/Engineering services to SFSWMA (CLIENT) for the Administration and Maintenance Facilities (Project).

PROJECT DESCRIPTION

The two Projects will be located along Wildlife Way, that require professional Architectural/Engineering design services are a 4,475 square foot Administration and 12,465 square foot Maintenance facilities. Both buildings are to be PEMB (pre-engineered metal building). The Administration building will have 8 offices, conference meeting room, a break room and other support spaces. The Maintenance building will have 5 maintenance bays, one of them with a vehicle lift, a locker room, break room, shared office space and support spaces. Our understanding is the two facilities will be issued as one bid set and constructed by the same General Contractor. The agency is considering a CMAR delivery for this project.

A drawing highlighting both project locations and their developed floor plans is attached as Exhibit B – Site Locations & Facilities Plans

SCOPE OF SERVICES

A/E proposes to provide services for the Project as detailed in Exhibit A.

SCHEDULE

A tentative schedule for submitting our work for review is as follows. Changes to the schedule may become necessary due to changes in scope or other circumstances beyond A/E's control.

TASK	MONTHS
Schematic Design	1.0
Design Development	1.5
Construction Documents	2.0
Bid Phase	2.0
Construction Phase	13.5
Total Project Duration	**20.0**

COMPENSATION

Our fee for the Scope of Services described in Exhibit A will be based on a lump sum amount, includes reimbursable of expenses, and will be billed monthly on a percentage complete method as follows:

Initial Phases/Fee's	%		Fee
Schematic Design	15%	$	100,800
Design Development	25%	$	168,200
Construction Documents	35%	$	235,000
Bid Phase	5%	$	33,600
Construction Phase	20%	$	134,400
Subtotal:	**100%**	**$**	**672,000**
NMGRT @ 6.8750%:		**$**	**46,200**
Total Fee:		**$**	**718,200**

$718,200 Total Fee Includes; Reimbursable Expenses.

Reimbursable expenses are in included in the compensation above. Expenses may include, but are not limited to travel, postage/shipping, reproductions/ copies, ADA accessibility review, and color plots/prints.

Fee's are Valid for 90 Days from date on proposal.

If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your Purchase Order and will not proceed until receiving your written authorization.

We appreciate the opportunity to provide Professional Services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

By Frank E Pugsley, P.E.

Frank Pugsley, PE
Partner

SFSWMA (CLIENT)

Signature:_____

Name: _____

Title:_____

Date:_____

CMC/MIH

Enclosures: Exhibit A – Scope of Services
Exhibit B – Site Locations & Facilities Plans
Exhibit C – 2026 Hourly Rates (As Needed)

EXHIBIT A

SCOPE OF SERVICES

A/E will provide the following Professional Services for the Project's Scope of Services:

- Architectural Design
- Civil
- Structural
- Mechanical, Electrical, Plumbing

PHASE 2 – DESIGN SERVICES

TASK 2 – Schematic Design
A/E will work with CLIENT to confirm of any required changes to concept plans developed May 2026 and illustrated in Exhibit B. A/E will develop a Schematic Design Package consisting of drawings and other documents illustrating the scale and relationship of the Programmatic components.

Deliverables:
- Site Plans
- Floor Plans
- Roof Plans
- Exterior Elevations
- Geotechnical Report (By Owner if Needed)
- Site Survey (By Owner)
- Opinion of Probable Cost

TASK 3 – Design Development
A/E will provide Design Development Documents based on approved Schematic Design Documents and updated Project Probable Cost. The documents will illustrate and describe refinement of the design of the Project establishing the Scope, relationships, forms, size, and appearance of the Project by means of plans, elevations and sections, typical construction details. The documents will identify major systems and materials and, in general, their quality levels.

Deliverables:
- Code Sheets
- Site Plans
- Floor Plans
- Roof Plans
- Exterior Elevations
- Enlarged Plans
- Interior Elevations
- Details and Sections
- Maintenance Shop Equipment Plan
- Admin Furniture Plan (for reference only)
- Finish Schedule
- Outline Specifications
- Opinion of Probable Cost

TASK 4 – Construction Documents
A/E will provide Construction Documents based on approved Design Development Documents and an updated Project Probable Cost. The Construction Documents will include requirements for construction, drawings and specifications that establish, in detail, the quality level of systems and materials.

Deliverables:

- Code Sheets
- Site Plan
- Floor Plans and Plan/Details
- Roof Plans
- Exterior Elevations
- Enlarged Plans
- Interior and Elevations/Details
- Details and Sections
- Maintenance Shop Equipment Plan
- Admin Furniture Plan (for reference only)
- Door/Accessory Schedules and Details
- Finish Schedule and Plans
- Specifications and Project Manual
- Opinion of Probable Cost

TASK 5 – Bid Phase Services
A/E will assist CLIENT in solicitation and procurement of the General Contractor. A/E will assist CLIENT in the preparation of necessary bidding information, bidding forms, and contract between the CLIENT and contractor and other standard contract forms that may be required. A/E will inform CLIENT, to the best of their knowledge, and will assist CLIENT in connection with CLIENT's responsibility, for filing documents required for approval of governmental authorities having jurisdiction over the Project.

TASK 6 – Construction Phase Services
A/E will be the representative of and will advise and consult with CLIENT during construction until the final payment to the contractor is due. A/E will have authority to act on behalf of CLIENT only to the extent provided in this Proposal, unless otherwise modified by written instrument. Windstorm Inspections will be completed during this phase for exterior work.

A/E will visit the site once per month based on the number of months proposed by the contractor in their bid at intervals appropriate to the stage of construction or as otherwise agreed by CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an Architect or Engineer, A/E will keep CLIENT informed of the progress and quality of the Work.

Based on A/E's observations and evaluations of the contractor's Applications for Payment, A/E will review and certify the amounts due to the contractor.

Supplement Services
The services listed below are not included in Basic Services but may be required for the Project.

- Site Survey
- Geotechnical Report

SERVICES BY CLIENT

- Existing Drawings: CLIENT will also provide A/E with CAD files or PDFs of the existing site and facilities as available.
- Access to Site: CLIENT will provide access to Work site, obtain applicable permits, provide appropriate legal services in connection with the Project, and provide environmental impact reports and energy assessments, unless specifically included in A/E's Scope of Work.
- Fees: CLIENT shall pay the inspection fees, zoning application fees, ADA review & inspection, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by this Proposal.

EXCLUDED SERVICES

Services specifically excluded from our Scope of Services, and may be required to complete the Project, include, but are not limited to, the following:

- Site Survey
- Geotechnical Report
- Site Entitlement and Platting Services
- Off-site Utility Design
- Third-party Independent Construction Inspection Services
- Full-time Construction Observation Services
- Preparation of Construction Documents for more than one bid package
- Phased Construction
- Fast-track Construction
- Construction Material Testing
- Commissioning and Special Inspections
- Traffic Impact Analysis
- Subsurface Utility Engineering (SUE)
- Furniture, Fixtures, and Equipment Design
- ADA Review & Inspection
- Landscape Architectural Design

END OF EXHIBIT

EXHIBIT B: Site Locations and Facilities Plans (1 of 2)





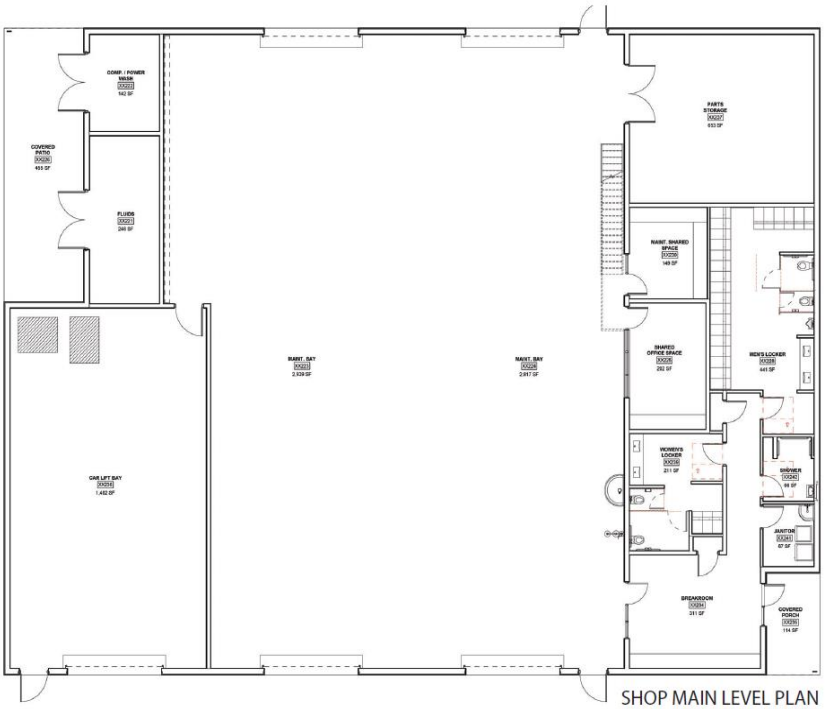




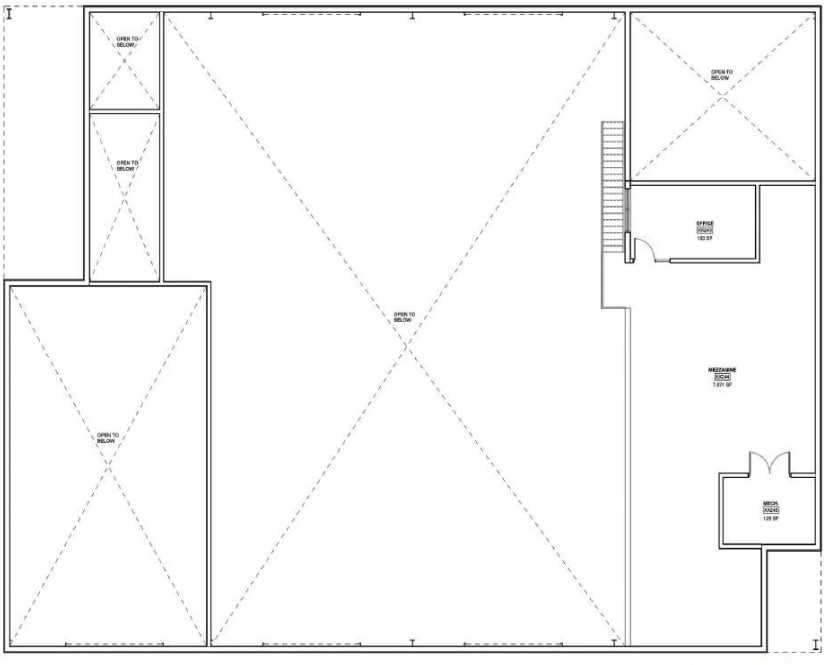
ADMINISTRATION PLAN

Parkhill

EXHIBIT B: Site Locations and Facilities Plans (2 of 2)



SHOP MAIN LEVEL PLAN



SHOP MEZZANINE PLAN

Parkhill

EXHIBIT C: 2026 Hourly Rates

Parkhill
Hourly Rate Schedule
January 1, 2026 through December 31, 2026

Client: _____ **Project:** _____

Agreement Date: _____ **Location:** _____

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$84.00
SUPPORT STAFF II	$97.00
SUPPORT STAFF III	$134.00
SUPPORT STAFF IV	$142.00
SUPPORT STAFF V	$157.00
SUPPORT STAFF VI	$171.00
PROFESSIONAL LEVEL I	
Architect	$171.00
Civil Engineer	$184.00
Electrical Engineer	$185.00
Interior Designer	$158.00
Landscape Architect	$158.00
Mechanical Engineer	$177.00
Structural Engineer	$176.00
Survey Tech	$149.00
Other Professional	$155.00
PROFESSIONAL LEVEL II	
Architect	$185.00
Civil Engineer	$207.00
Electrical Engineer	$210.00
Interior Designer	$166.00
Landscape Architect	$166.00
Mechanical Engineer	$203.00
Structural Engineer	$200.00
Survey Tech	$163.00
Other Professional	$164.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$210.00
Civil Engineer	$254.00
Electrical Engineer	$244.00
Interior Designer	$182.00
Landscape Architect	$196.00
Mechanical Engineer	$237.00
Structural Engineer	$244.00
Survey Tech	$190.00
Other Professional	$180.00
PROFESSIONAL LEVEL IV	
Architect	$256.00
Civil Engineer	$296.00
Electrical Engineer	$285.00
Interior Designer	$200.00
Landscape Architect	$213.00
Mechanical Engineer	$277.00
Structural Engineer	$282.00
Survey Tech	$231.00
Other Professional	$213.00
PROFESSIONAL LEVEL V	
Architect	$310.00
Civil Engineer	$351.00
Electrical Engineer	$344.00
Interior Designer	$239.00
Landscape Architect	$259.00
Mechanical Engineer	$332.00
Structural Engineer	$310.00
Professional Land Surveyor	$262.00
Other Professional	$237.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$327.00
Civil Engineer	$352.00
Electrical Engineer	$346.00
Interior Designer	$259.00
Landscape Architect	$277.00
Mechanical Engineer	$335.00
Structural Engineer	$314.00
Professional Land Surveyor	$293.00
Other Professional	$270.00
PROFESSIONAL LEVEL VII	
Architect	$417.00
Civil Engineer	$425.00
Electrical Engineer	$412.00
Interior Designer	$356.00
Landscape Architect	$356.00
Mechanical Engineer	$396.00
Structural Engineer	$415.00
Professional Land Surveyor	$355.00
Other Professional	$341.00

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2026 through December 31, 2026.
After December 31, 2026, invoices will reflect the Schedule of Charges currently in effect.

Parkhill

ATTACHMENT 3

Professional Services Agreement with Parkhill

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
PARKHILL
(On-Call Engineering Services – 2025)

This **PROFESSIONAL SERVICES AGREEMENT**("Agreement") is made and entered into this 16th day of October 2025 by and between the Santa Fe Solid Waste Management Agency ("Agency") and Parkhill, Inc., a Texas Corporation ("Contractor") for on-call engineering services (RFP No. 25098) as described in Exhibit A and below.

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 Twenty-Six Thousand Seven Hundred Eighteen Dollars and Seventy-Five Cents ($26,718.75).

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 invoices containing a report of services completed. Compensation shall be paid only for

services performed per the fee schedule set forth in the Scope of Services attached hereto in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswma.org

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 Article per Article 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 October 16, 2026, unless terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, Section 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 Article, 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 the 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 Agreement 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 Article as a condition of entering into this Agreement.

B. 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.

C. 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.

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, Sections 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, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing 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 the First Judicial District Court, State of New Mexico.

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 notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, 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
Email: rkippenbrock@sfswma.org

CONTRACTOR: Mr. Frank Pugsley, P.E.
Director of Environmental / Partner
Parkhill
3000 Internet Blvd, Suite 550
Frisco, TX 75034
Email: Fpugsley@parkhill.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice

delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

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, Sections 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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lee Garcia (Oct 16, 2025 20:03:42 MDT)

Lee Garcia
Chairperson, Joint Powers Board

10/16/25
Date:

CONTRACTOR:

Frank Pugsley
Frank Pugsley (Oct 13, 2025 14:35:12 CDT)

Frank Pugsley, P.E.
Director of Environmental / Partner
Parkhill

10/13/25
Date

APPROVED AS TO FORM:

Nancy Long (Oct 13, 2025 13:33:45 MDT)

Nancy R. Long
Agency Attorney

10/13/25
Date:

EXHIBIT A

Scope of Services

Parkhill

Caja Del Rio Landfill - Maintenance Shop and Administration Building Design
149 Wildlife Way, Santa Fe, NM 87506

PROJECT UNDERSTANDING

It is our understanding that the Agency wishes to procure the following professional services for the Caja del Rio Landfill:

- Design, procurement/bidding, and construction phase services for a new Maintenance Shop.
- Design, procurement/bidding, and construction phase services for a new Administration Building.

Based on our experience and the information provided through communication with the Agency, we have developed the following Proposal.

SCOPE OF SERVICES

PHASE 1

Task 01: Conceptual Design
Parkhill will collaborate with the Agency to refine the scope for each of the two buildings by evaluating existing conditions, determining future space requirements, and recommend a proposed conceptual design with preliminary conceptual budgets for each facility. This task consists of:

Task 1.1: Site Evaluation

a. Data Collection. Collect base data including staffing levels, site/floor plans, and review existing projects and studies related to this Study (if available).
b. Site Evaluation. Visit existing Site and review available data and drawings to evaluate site conditions and physical characteristics and identify constraints and opportunities that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.
c. Site Plan Preparation. A basic site plan will be prepared from publicly available aerial imagery and parcel data for use as a base map for planning purposes.
d. Task 1.1 Deliverables: Site Base Map.

Task 1.2: Needs Assessment

a. Staffing projections. Review and aggregate staffing projections provided by the Agency for the purpose of developing space requirements by position and department.
b. Stakeholder Meetings. Obtain input from users through questionnaires and meetings regarding facility needs related to space, function and operations to establish design vision and performance criteria for each facility and department.
c. Space Program. Prepare an architectural space program quantifying the spatial requirements for facilities and site development considering the intended functions by users.
d. Task 1.2 Deliverables: Staffing Projections, Architectural Space Program.

Task 1.3: Concept Design

a. Evaluate alternatives and development options for capital improvements to address current and future facility needs including renovation, expansion/ additions, relocation, new facility construction, and land acquisition.
b. Concept Plans. Prepare conceptual design drawings including diagrammatic blocking floor plans illustrating the layout of major functional spaces, and site master plans illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.
c. Task 1.3 Deliverables: Concept Plans.

Task 1.4: Budget

a. Budget. Develop a list of recommended improvements with preliminary conceptual budgets including construction and other soft costs.
b. Task 1.4 Deliverables: Summary presentation report documenting analysis, findings, and recommendations of the study including site evaluation, need assessment, concept design, and master plan task deliverables.

Meetings

a. Kickoff Meeting. One virtual meeting with staff advisory committee.
b. Progress Meetings. Virtual, up to two per month.
c. Stakeholder Meetings. Virtual, up to two meetings.
d. Presentations. One virtual meeting to deliver the final summary presentation.

Agency-provided Items

a. The Agency will provide the following items required for the Project:
    i. Existing Site drawings such as surveys and site/floor plans.

PHASE 2 (FUTURE PHASES)

Task 02: Topographic Survey

Parkhill, will perform or procure a detailed topographic survey of the Maintenance Shop and Administration Building site to establish accurate baseline conditions. The survey will include:

- Horizontal and vertical control based on local benchmarks.
- Elevations, contours, and grades to support earthwork calculations and drainage design.
- Location of existing utilities, pavement, and aboveground features.
- Documentation of site constraints (e.g., easements, right-of-way boundaries) if not available.

This information will serve as the foundation for site design, ensuring that final construction documents reflect precise, real-world conditions.

Task 03: Development of 30 Percent Drawings

Following completion and approval of the Facilities Study, Parkhill will proceed with the development of a 30 percent plan set for the proposed Administration Building and Maintenance Shop at the Caja del Rio Landfill. This phase represents the initial transition from conceptual design to technical documentation and will establish the foundation for all subsequent design phases.

The 30 percent plan set will translate the findings of the facilities study (including programmatic needs, site constraints, and conceptual layouts) into preliminary technical drawings, system narratives, and a refined cost estimate. This effort ensures that both the Agency and Parkhill share a unified understanding of the design intent, constructability, and overall project direction prior to advancing into detailed design.

Key Objectives:

- Develop a Basis of Design summarizing project design criteria, building codes, and performance standards guiding the development of all design disciplines.
- Prepare preliminary site and civil plans that define building placement, vehicle and pedestrian traffic patterns, grading concepts, drainage patterns, and preliminary utility connections.
- Advance the architectural design developed during Phase 1 to depict floor plans, building elevations, and key sections that illustrate space layouts, functional adjacencies, and architectural character consistent with the conceptual design.
- Establish preliminary structural, mechanical, and electrical system concepts, including major components, equipment locations, and preliminary distribution layouts.
- Identify preliminary materials, finishes, and system selections that reflect durability, maintainability, and sustainability.
- Develop an updated Opinion of Probable Cost (OPC) based on the 30 percent design drawings and narratives to confirm budget alignment.
- Conduct an Agency Review Workshop to present the 30 percent design package, receive feedback, and confirm approval to advance to the 60 percent design phase.

Deliverables:

- Basis of Design Narrative outlining design criteria, assumptions, and system concepts.
- Preliminary Civil, Architectural, Structural, Mechanical, and Electrical Drawings representing approximately 30 percent completion.
- Preliminary Site Layout and Grading Plan showing major site features, circulation, and utility connections.
- Preliminary Materials and Systems Summary identifying proposed construction materials and major building systems.
- 30 percent EOPC with supporting assumptions and value-engineering notes.
- Agency Review Workshop including presentation materials, meeting minutes, and a written response log documenting comments and resolutions.

Task 04: Development of 60 Percent Drawings
At this stage, the design process will transition into detailed production. The 60 percent drawings will include at minimum:

- Site grading and drainage design
- Pavement sections and traffic routing
- Preliminary structural and architectural layouts
- Utility connections and relocations
- Preliminary details for systems and equipment

The 60 percent design package will be submitted to the Agency for review and comment. This milestone provides a critical checkpoint for the Agency to confirm that the original design intent has been carried forward and meets expectations. Comments from this review will be used to refine the design prior to advancing to later phases.

Task 05: Opinion of Probable Cost
Cost control is a critical element throughout the project. Parkhill will prepare and update the Opinion of Probable Cost at each major design stage. The estimate will:

- Draw upon manufacturer quotes for equipment and specialty items.
- Incorporate local supplier pricing for materials and commodities.
- Reference bid data from similar maintenance shop and administration building projects completed in the region.

By maintaining an evolving estimate, we will align design decisions with the Agency's budget expectations and ensure fiscal accountability.

Task 06: Constructability Review
At the 60 percent completion stage, a constructability review will test the contract documents by applying the principle of the four C's. A construction contract that is on schedule and within budget should evolve from documents that are:

- ***Clear*** - The terms are unambiguous and meanings and intent are without confusion.
- ***Complete*** - All relevant details are included, material descriptions are specific, contract clauses accommodate pertinent considerations, and duplications or gaps are avoided. The contractor does not have to guess what is to be constructed.
- ***Comprehensive*** - The contract provisions are broad enough to cover the Project, are effectively correlated, and give adequate attention to all parts of the Project.
- ***Comprehensible*** - The design is competently delineated in accordance with industry standards and is understandable, reasonable, and intelligible.

The Parkhill Constructability Review Team is made up of construction specialists and senior engineers/architects; in concert with experienced engineers and inspectors who understand the unique requirements of solid waste Maintenance Shop and Administration Buildings. For instance, standard industrial concrete floors for the maintenance work bays will not provide sufficient wearability for solid waste manipulation and must be enhanced with both structural and surface enhancements. The Team will complete this essential task prior to finalizing the design of the Project.

Task 07: Development of 90 Percent Drawings and Project Technical Specifications
At this stage, Parkhill will advance the design effort into near-final documentation. The objective is to deliver a comprehensive package that is essentially ready for bidding, while still allowing the Agency a final opportunity to provide input prior to completion.

Key Activities:

- **Final Integration of Disciplines:** Civil, structural, architectural, mechanical, and electrical designs will be fully coordinated to eliminate conflicts between systems. This includes grading plans, building sections, foundation details, mechanical room layouts, and electrical one-line diagrams as necessary.
- **Detailed Facility Design:** The layout will incorporate final decisions on equipment types, structural materials, and operational spaces such as maintenance shop work floor, load-out bay, and vehicle circulation routes.
- **Technical Specifications:** Complete contract specifications will be prepared in industry standard format, covering all materials, workmanship standards, and performance requirements. Particular attention will be given to the unique needs of maintenance shop and administration building operations, including high-wear concrete specifications, HVAC and ventilation systems, and traffic control devices.
- **Procurement and Contract Forms:** The 90 percent package will include draft Bid Forms, Agreements, Bonds, and General Conditions, ensuring the Agency can proceed seamlessly to the procurement stage.

Deliverables:

- 90 percent complete drawing set (all disciplines).
- Draft Project Manual with specifications and contract forms.
- Updated cost estimate for budget confirmation.

Task 08: Final Construction Documents
The 90 percent documents will be submitted to the Agency for review, providing a final opportunity for stakeholders to verify alignment with project goals and operational requirements. Parkhill will then integrate all Agency comments and finalize the Final Construction Document package.

Key Activities:

- **Agency Review Coordination:** Facilitate workshops or review meetings with Agency staff to discuss and clarify design decisions, with a focus on operational efficiency, maintenance requirements, and regulatory compliance.
- **Resolution of Comments:** Each Agency comment will be documented, tracked, and addressed. Where alternative solutions exist, Parkhill will provide recommendations with pros/cons for Agency decision-making.
- **Final Package Production:** Incorporation of all revisions into the final construction drawings and Project Manual. This ensures the bid package is complete, consistent, and ready for public advertisement.

Deliverables:

- Final sealed drawings ready for bidding and construction.
- Final specifications and bid documents (Project Manual) ready for bidding and construction.
- Final Engineering Opinion of Probable Cost.

Task 09: Procurement Support
The procurement process requires active management to ensure competitiveness and transparency while providing bidders with sufficient clarity to prepare accurate proposals. Parkhill will support the Agency through every step. Should the project proceed through the traditional procurement process Parkhill will provide the following services:

Key Activities:

- **Bid Document Distribution:** Make final plans and specifications available through standard plan rooms, Agency procurement portals, and directly to prospective bidders (if required).
- **Pre-Bid Conference:** Organize and lead a pre-bid meeting to explain project requirements, walk bidders through the site, and respond to technical questions.
- **Addenda Preparation:** Draft and issue addenda to clarify or modify documents as needed, ensuring bidders have the latest information.
- **Bidder Support:** Provide timely responses to Requests for Information (RFIs) from contractors and suppliers.
- **Bid Evaluation:** Open bids with Agency representatives, tabulate results, verify contractor qualifications, and confirm completeness of bids.
- **Recommendation of Award:** Provide a written recommendation for award to the lowest responsible and responsive bidder, with rationale for Agency decision-making.
- **Contract Execution Support:** Assist the Agency with contract finalization, bonds, and insurance verification prior to issuing the Notice to Proceed.

Deliverables:

- Pre-bid conference summary and attendance record.
- Addenda (as required).
- Bid tabulation and evaluation report.
- Award recommendation.

Task 10: Construction Phase Services
Construction phase services are critical to ensure that the project is built in accordance with the design intent, budget, and schedule. Parkhill will provide technical expertise and contract administration throughout the construction process.

Key Activities:

- **Pre-Construction Services:** Facilitate the pre-construction meeting with the general contractor, review project schedule, establish communication protocols, and confirm submittal requirements.
- **Shop Drawing & Submittal Review:** Review and approve contractor submittals for compliance with the design, including structural steel, precast elements, electrical systems, and specialty equipment.
- **Construction Observation:** Provide periodic site visits during critical construction activities to observe progress, identify deviations, and resolve field issues. Our team will document observations through field reports with photos and recommendations.
- **Progress Meetings:** Attend regular progress meetings with the contractor and Agency staff to review schedule, cost, and quality issues.
- **Change Management:** Evaluate contractor change order requests and provide recommendations to the Agency regarding cost and time impacts.
- **Quality Assurance:** Ensure workmanship, materials, and construction methods meet specifications. Special inspections (such as concrete testing, weld inspections, etc.) will be coordinated as needed.
- **Final Observation:** Conduct pre-final and final walkthroughs, prepare punch lists, and verify completion of all work.
- **Project Closeout:** Review and approve as-built drawings, verify O&M manuals, and recommend final acceptance.

Deliverables:

- Pre-construction meeting summary.
- Periodic field reports with photos and observations.
- Submittal review log.
- Change order evaluations.
- Punch list documentation and final acceptance letter.
- Approved as-built drawings.

COMPENSATION

Our fee for the Scope of Services described above is based on a not-to-exceed fee and will be billed on a time and materials method on a monthly basis. Parkhill's current hourly rate schedule is provided as Exhibit A.

Invoices will reflect the prevailing NMGRT rate at the time of invoicing. Our Opinion of Probable Cost (OPC) provided as Table 1 is structured to identify an itemized cost of tasks and services.

Table 1
Santa Fe Solid Waste Management Agency
Caja del Rio Landfill Maintenance Shop and Administration Building Construction
Engineering Opinion of Probable Cost

Task Number	Task	Professional Labor	Expenses	Subcontractor	Not-To-Exceed Fee
01	Conceptual Design	$25,000	$0	$0	**$25,000.00**
				NMGRT (6.8750%):	**$1,718.75**
				Project Total (including NMGRT):	**$26,718.75**

New Mexico State law requires Gross Receipts Tax and excise tax to be added to all labor costs. All New Mexico Gross Receipts tax will be in addition to the fees enclosed and will be a reimbursable expense. Invoices will reflect the prevailing NMGRT rate at the time of invoicing.

SCHEDULE

Based on the proposed scope of Phase 1 services, we anticipate a three (3) month project duration.

EXHIBIT A
Parkhill
Hourly Rate Schedule
January 1, 2025 through December 31, 2025

Client: Santa Fe Solid Waste Management Agency **Project:** Caja del Rio - Maintenance Shop and Admin. Building

Agreement Date: October 8, 2025 **Location:** Santa Fe, New Mexico

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$67.00
SUPPORT STAFF II	$78.00
SUPPORT STAFF III	$108.00
SUPPORT STAFF IV	$115.00
SUPPORT STAFF V	$127.00
SUPPORT STAFF VI	$138.00
PROFESSIONAL LEVEL I	
Architect	$135.00
Civil Engineer	$147.00
Electrical Engineer	$150.00
Interior Designer	$128.00
Landscape Architect	$128.00
Mechanical Engineer	$141.00
Structural Engineer	$141.00
Survey Tech	$120.00
Other Professional	$126.00
PROFESSIONAL LEVEL II	
Architect	$146.00
Civil Engineer	$165.00
Electrical Engineer	$170.00
Interior Designer	$135.00
Landscape Architect	$135.00
Mechanical Engineer	$162.00
Structural Engineer	$160.00
Survey Tech	$130.00
Other Professional	$133.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Architect	$166.00
Civil Engineer	$203.00
Electrical Engineer	$198.00
Interior Designer	$148.00
Landscape Architect	$160.00
Mechanical Engineer	$189.00
Structural Engineer	$196.00
Survey Tech	$152.00
Other Professional	$146.00
PROFESSIONAL LEVEL IV	
Architect	$202.00
Civil Engineer	$237.00
Electrical Engineer	$232.00
Interior Designer	$162.00
Landscape Architect	$173.00
Mechanical Engineer	$222.00
Structural Engineer	$226.00
Survey Tech	$185.00
Other Professional	$172.00
PROFESSIONAL LEVEL V	
Architect	$246.00
Civil Engineer	$281.00
Electrical Engineer	$279.00
Interior Designer	$195.00
Landscape Architect	$211.00
Mechanical Engineer	$266.00
Structural Engineer	$250.00
Professional Land Surveyor	$210.00
Other Professional	$192.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Architect	$259.00
Civil Engineer	$282.00
Electrical Engineer	$281.00
Interior Designer	$211.00
Landscape Architect	$226.00
Mechanical Engineer	$268.00
Structural Engineer	$252.00
Professional Land Surveyor	$235.00
Other Professional	$219.00
PROFESSIONAL LEVEL VII	
Architect	$330.00
Civil Engineer	$340.00
Electrical Engineer	$334.00
Interior Designer	$241.00
Landscape Architect	$290.00
Mechanical Engineer	$317.00
Structural Engineer	$334.00
Professional Land Surveyor	$285.00
Other Professional	$277.00

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025.
After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.