MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: November 15, 2026
Subject: Request for Approval of Amendment No. 2 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM (RFP No. 25098)

SUMMARY

The Agency requests that the Board approve Amendment No. 2 (Amendment) to the Professional Services Agreement (Agreement) with CDM Smith Inc. of Albuquerque, NM, for on-call engineering services (RFP No. 25098).

The Amendment adds Task 6 – Engineering Design Services for the Caja del Rio Landfill Water Main, an 8-inch water line connecting the Caja del Rio Landfill to the Santa Fe County water distribution system along Wildlife Way, the landfill's entrance road. The scope of work includes project management, field investigation, engineering design, and Santa Fe County coordination and compliance support.

The Amendment changes the notice information for CDM Smith, Inc.

The Amendment extends the Agreement term by one year through June 18, 2028. Pursuant to Article 5 of the Agreement, the Agreement may be renewed annually upon Board approval for a total term not to exceed four years.

The Amendment increases compensation by $329,503, for a total not to exceed $563,102. Funding is available in 8100851.572960 (WIP Design) through a budget increase from 810.100700 (Operating Cash Fund Balance).

FISCAL IMPACT

Contract Phase	Term	Amount
Original Agreement (RFP No. 25098)	Through June 18, 2026	$190,691
Amendment No. 1	Through June 18, 2027	$42,908
Amendment No. 2	Through June 18, 2028	$329,503
Total Amended Agreement	3 Years	$563,102

BACKGROUND

On June 18, 2025, the Board approved an Agreement with CDM Smith Inc. to provide on-call engineering services to the Agency for $190,691 (RFP No. 25098). The Year 1 Scope of Services in the Agreement included the following tasks:

- Task 1 – Conceptual Design for Future Disposal Area and Grading Plan for Del Hur Area
- Task 2 – Landfill Survey and Volumetrics
- Task 3 – Landfill Stormwater Analysis and East Phase Revisions
- Task 4 – Access Road for Maintenance Shop Building

On February 19, 2026, the Board approved Amendment No. 1, adding Task 5 – Funding Support for the Caja del Rio Landfill Water Main to help the Agency pursue funding for the proposed 8-inch water line. Task 5 included essential technical materials—such as preliminary cost estimates at the 10% design stage, schedules, figures, and narrative descriptions—to support a funding application and facilitate early design coordination.

Amendment No. 1 also extended the Agreement through June 18, 2027, and increased compensation by $42,908, for a total not to exceed $233,599.

The funding source for the water line construction project is a $2 million low-interest loan application through the Rural Infrastructure Program (RIP) with the New Mexico Environment Department (NMED) Construction Program Bureau.

ACTION REQUESTED

The Agency requests that the Board:

- Approve Amendment No. 2 to the Agreement with CDM Smith Inc. for on-call engineering services for Task 6;
- Extend the Agreement through June 18, 2028;
- Change the Notice Information for CDM Smith, Inc;
- Increase compensation by $329,503, for a total not to exceed $563,102; and
- Increase the budget from 810.100700 (Operating Cash Fund Balance) to 8100851.572960 (WIP Design) in the amount of $329,503.

Attachments:

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

ATTACHMENT 1

Budget Adjustment Request

BA003673.pdf

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

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

DEPARTMENT / DIVISION NAME	DATE
SFSWMA	10/9/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	8100851	572960		329,503	
				329,503	$ -

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

Amendment No. 2 to the Professional Services Agreement with CDM Smith of Albuquerque, NM,

for Engineering Design Services for the Caja del Rio Landfill Water Main (RFP No. 25098).

Cash is available in 810.100700

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(329,503)
TOTAL:	**(329,503)**

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

CITY COUNCIL APPROVAL

JPB
Approval Date

Agenda Item #:

Thomasina Chavez	**11/17/2026**		
Prepared By *{print name}*	Date	Budget Officer	Date
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

ATTACHMENT 2

Amendment No. 2 to the Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT WITH
CDM SMITH INC.
(On-Call Engineering Services - 2025)

This AMENDMENT No. 2 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 18, 2025 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and CDM Smith Inc. ("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 6 – Water Main for the Caja del Rio Landfill 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 Three Hundred Twenty-Nine Thousand Five Hundred Three Dollars and No Cents ($329,503.00) 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 Five Hundred Sixty-Three Thousand One Hundred Two Dollars and No Cents ($563,102.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$190,691.00
AMENDMENT NO. 1	$42,908.00
AMENDMENT NO. 2	$329,503.00
CONTRACT TO DATE	$563,102.00

B. Contractor shall be responsible for payment of New Mexico gross receipts taxes levied by 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 June 18, 2028, 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. NOTICES

Article 23, Notices of the Agreement, is amended to change the notice information for the Contractor, so that Article 23 reads in its entirety as follows:

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. Solomon Abel, P.E.
Senior Vice President
CDM Smith Inc.
1125 17th Street, Suite 1100
Denver, CO 80202
Email: abelsj@cdmsmith.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.

5. 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:
Chairperson, Joint Powers Board

CONTRACTOR:

_____ _____
Solomon Abel, P.E. Date:
Senior Vice President
CDM Smith Inc.

APPROVED AS TO FORM:

_____ _____
Nancy R. Long Date:
Agency Attorney

EXHIBIT A

Scope of Services
for
CDM Smith

November 6, 2026

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 Task 6.0 – Water Main

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 Task 6.0 – Water Main. The following sections define the project and the proposed scope of work. These services will be provided per the terms of our 2025 On-Call Engineering Services Contract with SFSWMA.

Project Definition

The project will provide a new 8-inch PVC water main about 0.95 mile long to serve the Caja del Rio Landfill owned by SFSWMA located within Santa Fe County, New Mexico. The new water main will connect to an existing 8-inch PVC water main—that currently serves the New Mexico Fish & Wildlife Complex—and will continue down Wildlife Way to the "Y" intersection on the landfill site by the proposed maintenance building (Figure 1). The new main will be located within Wildlife Way's right-of-way.



Figure 1

Scope of Work

Task 1 Project Management

CDM Smith will perform activities involved with the work planning and subsequent monitoring and control of the work. Activities performed under this task consist of those general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this Task Order is consistent with CDM Smith's standards and SFSWMA's requirements.

1.1 Kick-off Meeting and Project Initiation

CDM Smith will facilitate a kick-off meeting with the SFSWMA team to review this scope of work, schedule, project goals, and critical success factors to support the success of this project. This meeting will be important to establish approaches for addressing early action items, initiating field work, requesting data, and approach for collaborating with project stakeholders to align with the project schedule.

Data and information that will be used for final design will be requested at the kick-off meeting including record drawings (plan and profiles) of existing waterlines, hydraulic models, design reports or memorandums, survey/geotechnical data, environmental reports, and the Geographic Information System (GIS) of utility information.

Assumptions

- Two (2) hour in-person meeting with SFSWMA in Santa Fe, facilitated by the CDM Smith project manager (PM). This meeting will be followed by a site walk of the project with SFSWMA to review the existing alignment and the tie in locations.
- Meeting will be attended by:
  - SFSWMA & Project Stakeholders: Group of internal/external stakeholders identified and scheduled by SFSWMA.
  - CDM Smith Team: Up to three (3) CDM Smith Team members (PM, Design Manager, Project Engineer).

Deliverable

- Project Kickoff Meeting – Agenda and Meeting Summary in *.pdf format. Note that PDF is the assumed deliverable format for all documents for this scope of work unless noted otherwise.

1.2 Project Coordination Meetings

Progress Meetings: CDM Smith's PM will lead bi-weekly project meetings to provide updates on the project status and planning of work activities with SFSWMA. Progress meetings will occur throughout the duration of the Project. SFSWMA is requested to provide support by facilitating stakeholder input and/or participation by other SFSWMA staff when needed. Meetings will highlight design progress, upcoming deliverables, identify issues, and track solutions. These documents will be updated and maintained on the project Teams (SharePoint) site, shared with the SFSWMA to provide access to all project team members at all times.

Assumptions

- General Progress Meetings: We have assumed up to ten 10 bi-weekly progress meetings, attended by up to two (2) CDM Smith Team members. One (1) hour progress meetings will be held virtually via Microsoft (MS) Teams or other virtual method preferred by the SFSWMA. If meetings are needed for outside stakeholders, then we have assumed that these meetings can be completed as part of the general progress meetings.

Deliverables

- Meeting agenda and meeting summaries.
- Updated action and decision log.

1.3 Project Reporting

CDM Smith will submit monthly invoices throughout the design phase. CDM Smith will detail the work completed with each invoice with a transmittal letter and update to the schedule and budget. The final design schedule is assumed to cover December 2026 through September 2027, or a 10-month duration.

Assumptions:

- Preparation of funding reimbursement requests, financial documentation, or other loan administration documentation on behalf of SFSWMA is not included.

Deliverable:

- Monthly invoices and progress reports identifying work performed.

1.4 Quality Management

CDM Smith will implement quality management in accordance with our firm's procedures. CDM Smith will implement its standard quality assurance and quality control procedures and policies related to planning and design project execution. This includes senior technical review of design calculations, drawings, and specifications. A Technical Review Committee (TRC) meeting will be held prior to the 60% design delivery, and a red-yellow-green check will be performed before the 90% and 100% design packages.

Assumptions

- Up to three (3) subject matter experts will be used to review plans.

Deliverables

- None

Task 2 Field Investigations

Project field investigations have been scoped to include survey, Subsurface Utility Engineering (SUE), and geotechnical investigations. Environmental Assessment needs are yet to be determined and not included in this scope of work.

2.1 Coordination

This task will cover project administration/controls and coordination activities related to subcontractors (listed below) serving on this project:

- Bowman: Field survey and Subsurface Utility Engineering (SUE)
- Geomat: Geotechnical investigations.

2.2 Field Survey and SUE Investigation

A Licensed Surveyor in the state of New Mexico will lead the project survey efforts for the project to establish horizontal and vertical project control and collect survey information. An on-the-ground topographic survey will be conducted to provide comprehensive surveying information for improvements, surface conditions, planimetric features and sufficient topographic data to generate contours at one-foot intervals within the project limits.

Control survey will be conducted to be tied to either Santa Fe County Control or previous survey efforts at the site if provided prior to mobilization. All control will be based upon NAD '83, NAVD '88 Datum. This project control will include semi-permanent control monuments and will serve as the basis for the subsequent utility survey. Alternatively, if previously established control exists for the project, the survey team will recover and utilize these points and survey parameters.

Planning and design of proposed site and utility improvements will require careful evaluation and consideration of existing site and utility conditions. As a general guideline, ASCE Standard 38-22 (Standard Guideline for Investigating and Documenting Existing Utilities) will be followed for gathering and presenting the level of utility information requested for this phase of the project. SUE services provided will include the following: QL-D Utility Records Research, QL-B Utility Designation, QL-C Surveying of ascertainable utility lines and surface features within the survey/project corridor and QL-A Potholing of subsurface utility lines. A total of five (5) potholes is budgeted for this project.

Assumptions

- It is assumed that no new easements are needed for the project.
- Right of entry to the property and resident notification to be facilitated by SFSWMA.
- It is assumed that the PVC waterlines have tracer wire installed on them for locating non-metallic waterlines to get to the SUE Level B requirements.
- Available Record/As-built drawings and surveys in PDF and/or CAD format to be provided by SFSWMA prior to commencement of services.
- Fees do not include removal of utility markings (paint/pin flags).
- Boundary, Right-Of-Way, and Easement surveying services are excluded.

- A lump sum fee has been provided for five (5) potholes under Level A SUE that includes mobilization of crew and equipment, surveying and preparation of data.
  - Please note that any potential fees for traffic mitigation (traffic control plans or barricades), potholing in inaccessible locations (30 feet or more off roadway), removal or restoration of concrete or asphalt, material/spoils transfer, or permitting for work within the roadway is not included.
- SUE definitions refer to ASCE 38-22 for full description of standard guidelines. For this project, the quality levels are understood as follows:
  - Level A: Horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of sub-surface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage.
  - Level B: Approximate horizontal location of utilities based on information obtained through the application of appropriate surface geo-physical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
  - Level D: Approximate horizontal Information derived from existing records provided by utility provider. Information provided at the utility providers discretion and may not be comprehensive of all underground utilities.
- Environmental assessment needs are yet to be determined and are not included in this scope of work. It is assumed that applicable environmental, cultural, archaeological, and biological assessments have previously been completed for the project area/right-of-way. If additional assessments, studies, or documentation are required, these services will be addressed as additional services.

Deliverables

- Signed utility survey in PDF, Civil 3D, and AutoCAD 2018 drawing format
- Level A (pothole) results will be added as a revision to the initial utility survey once Level A SUE is completed

2.3 Geotechnical Investigation

The purpose of a geotechnical investigation is to characterize and evaluate subsurface conditions at the proposed project side and provide geotechnical recommendations for subsurface conditions for the proposed pipeline alignment and related earthwork. An experienced field engineer or geologist will lay out the borings and supervise exploratory drilling and sampling operations. The borings will be advanced using a truck-mounted drill rig with solid and/or hollow-stem augers. The borings may be terminated at shallower depths should practical auger refusal be encountered on rock, strongly cemented materials, or other obstructions.

Our team will sample and perform standard penetration tests at selected intervals in the borings to obtain undisturbed and/or representative samples of the subsurface materials. Laboratory tests on soil samples will be performed to evaluate engineering properties that may influence pipeline design.

Assumptions

- We anticipate that the water main will be installed using open cut methods and that the water main will be buried on the order of 5 to 8 feet below the ground surface.
- Penetration resistance and samples will be obtained by the Standard Penetration Test (ASTM D1586) or 3-inch O.D. drive samplers.
- We have budgeted up to 5 borings to depths 10 feet below ground surface.
- We assumed that the site is readily accessible by a two-wheel-drive, truck-mounted drill rig and support vehicles and that there are no existing wet ground conditions or site clearing required.

Deliverable

- Geotechnical engineering analysis and report.

Task 3 Water Main Design

3.1 Draft (60%) Design Documents

Following field survey efforts, CDM Smith will initiate the 60% design phase to advance the project design since the project is assumed to follow the existing ROW. During the 60% design phase, the alignment will be assessed to confirm the new water main tie-in locations, including the one on the landfill site. The 60% design phase will include the development of the draft design plans that will include: cover sheet, general notes, plan and profile sheets, erosion control, and project detail sheets. The 60% design will include an Opinion of Probable Construction Cost (OPCC) AACE Class 5, and a Table of Contents listing the technical specifications for the project.

3.2 Final (90% and 100%) Design Documents

CDM Smith will incorporate comments from 60% design in the 90% design along with other details to the plan and profile. CDM Smith will develop and issue the 90% design package including plans and specifications to finalize to Issue for Bid (IFB) 100% design package. The plans will consist of plan and profile drawings with existing utilities, stormwater and waterways shown, standard details, conceptual approach and layout for construction staging and storage, and utilities that may require relocation.

Assumptions

- A Preliminary Engineering Report (PER), technical memorandum, or other planning documents are not required. If preparation of such documentation is required, it will be considered an additional service.
- Plan and profiles will be at the 1" =40' scale horizontal, and 1" =10' vertical scale.
- PVC material will be used, and no cathodic protection design is needed.

- CDM Smith will use the New Mexico Standard Specifications for Public Works Construction (NMAPWA), applicable American Waterworks Association Standards (AWWA), and available County of Santa Fe Standards, Specifications, and Details to the extent possible.
- No traffic control plans are included. It is assumed that the construction contractor will create these for approval of a right-of-way permit prior to construction.
- SFSWMA will be responsible for any regulatory, environmental, and compliance coordination deemed necessary.
- SFSWMA will secure any required easements or land-access agreements.
- SFSWMA will be provided with design packages for review and comment. We have assumed that SFSWMA's review will be completed within ten (10) business days to provide consolidated comments in a single comment log/document. SFSWMA will manage stakeholder reviews by obtaining their comments ahead of design review workshops.
- A two (2) hour design workshop will be included for 60% design review. This meeting will be held virtually with up to four (4) CDM Smith staff members.
- CDM Smith specifications (Divisions 2-48) will be used, unless otherwise requested by the SFSWMA. Front end contract documents (DIV 0) to be provided by SFSWMA to include with IFB Specifications

Deliverables

- Deliverables associated with each design milestone are summarized in Table 1.

Table 1: Design Deliverables

Design Milestone	Deliverables/Outcomes
60% Design	60% Design Plans Technical Specifications List OPCC, Class 5 Engineering Cost estimate 60% Design Review Workshop Geotechnical Engineering Report Signed Utilities Survey
90% Design	90% Design Plans 90% Specifications 90% OPCC, Class 5 Engineering Cost estimate
100% Design (IFB)	IFB Plans and Specifications

Task 4 Santa Fe County Coordination and Compliance Support

CDM Smith will assist SFSWMA with meeting applicable Santa Fe County (SFC) requirements associated with connection of the SFSWMA water main to the County waterline. Services will include coordination with SFC and support for identifying, evaluating, and addressing applicable technical, regulatory, and administrative requirements for the proposed connection. Services under this task may include:

ULEDA Support: CDM Smith will assist SFSWMA with technical information and coordination necessary to support development and execution of the Utility Line Extension and Delivery Agreement (ULEDA) between SFC and SFSWMA, including responding to Santa Fe County Utilities (SFCU) requests related to the proposed connection, infrastructure requirements, and supporting documentation.

Hydraulic Evaluation: CDM Smith will perform a hydraulic evaluation of the existing and proposed water system from Caja Del Rio Road onto Caja Del Rio Landfill (SFSWMA's property), as required by SFCU, to evaluate the ability of the system to provide adequate service and identify potential infrastructure improvements associated with the proposed connection. CDM Smith will prepare supporting documentation for submittal to SFCU. The evaluation will be performed under the responsible charge of a Professional Engineer licensed in New Mexico, as applicable.

SFC Growth Management Department: CDM Smith will assist SFSWMA with obtaining Growth Management's Grading Permit. Services may include collection of necessary background documentation from SFC and SFSWMA, preparation of stamped design drawings and supporting documentation, submission of the Grading Permit package (Growth Management requires an in-person submission), incorporation of review comments to the Project documents, providing responses to review comments, and submission of approved plans to the New Mexico Construction Industry Division.

Regulatory and Standards Coordination: CDM Smith will review applicable SFCU standards and requirements provided for the project and assist SFSWMA in addressing applicable SFC ordinances, resolutions, policies, Sustainable Land Development Code requirements, and other County utility requirements relevant to the proposed connection.

County Coordination: CDM Smith will participate in coordination meetings and communications with SFSWMA and SFC, respond to technical review comments, and assist in resolving County requirements affecting the proposed water main connection.

New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) Coordination: CDM Smith will coordinate with NMED CPB during design, including preparation of the required one-page Basis of Design memorandum. Following review and approval by SFSWMA and Santa Fe County, CDM Smith will submit the 100% design documents to NMED CPB for review. No CPB review meetings or substantive comment resolution are anticipated as part of this scope.

NMED Drinking Water Bureau (DWB) Coordination: CDM Smith will prepare and submit the required NMED Drinking Water Bureau Application for Construction or Modification of a Public Water Supply System. The application package will include the completed application form, final stamped plans and specifications, an engineering design summary, and a disinfection and sampling plan. CDM Smith will coordinate with the Drinking Water Bureau and respond to routine questions related to its review of the application package.

Assumptions

- The water budget developed as part of the RWA process is assumed to remain unchanged and will not require revisions or resubmission to SFCU.
- Preparation and presentation at the Board of County Commissioners Meeting will not be required by Growth Management. Coordination with Growth Management is limited to the tasks detailed above.
- SFSWMA will comply with the ULEDA and meet all other conditions in Resolution 2006-57, Resolution 2012-88, Ordinance 2016-09, the Sustainable Land Development Code, and all other applicable ordinances, resolutions, and SFCU policies. SFSWMA will be responsible for obtaining legal review, as appropriate, to

identify and confirm applicable requirements and provide direction to CDM Smith regarding requirements that affect the project.

- Hydraulic modeling evaluation is limited to up to three demand conditions for the hydraulic boundary conditions provided by SFC
- The scope includes routine coordination with NMED DWB and response to one consolidated set of review comments. Substantial redesign resulting from DWB review or requirements will be considered additional services.

Work Products

- Hydraulic Modeling Evaluation Technical Memo
- Growth Management's Grading Permit Package
- NMED DWB Submittal Package (Application Form, Engineering Design Summary, Disinfection and Sampling Plan, Stamped Plans and Specifications)

Future Services

Bid/Construction Phase Services

Once the final design is completed and IFB deliverables are submitted, the CDM Smith team will be available to transition to bid and construction phase services under an amendment to this task order.

Proposed Fee and Schedule

CDM Smith will complete this scope of services under agreement on terms and conditions as noted in the 2025 On-Call Engineering Services Contract with SFSWMA. The work for Tasks 1 through 4 will be completed on a time and material basis, not to exceed budget of $308,307 (excluding NMGRT) and approximately $329,503 including NMGRT (6.875%). This budget has been developed based on proposed hours and costs noted in the attached Fee table.

The project schedule included in the proposal confirms the key assumptions for Task dates starting December 2026 running through September 2027. The following are key milestones in the proposed 10-month project schedule.

- December 1, 2026 — NTP/Approved PO
- December first week, 2026 — Kick-off Meeting
- January 2027 - March 2027 — Field Work Investigations
- March 2027 – May 2027 — 60% Design Submittal
- June 2027 - July 2027 — 90% Design Submittal
- September 2027 — 100% Design (IFB) Submittal

CDM Smith appreciates the opportunity to provide water main design services to SFSWMA. Please contact Dacia Tucholke at 505.353.3713 with any questions or comments regarding this Task Order Proposal. We look forward to continuing to work with SFSWMA for the Caja del Rio Landfill facility.

Sincerely,

Dacia Tucholke

Dacia Tucholke, PMP
Associate, Project Manager/Client Service Leader
CDM Smith Inc.

cc: Shilpa Shivakumar, PE, PMP

Attachments:

A Proposed Fee
B CDM Smith Schedule of Hourly Billing Rates 2026

ATTACHMENT A

Proposed Fee
Task 6.0 Water Main
SFSWMA On-Call Engineering Services Contract

Tasks	CSL/Prof VII	Prof VIII (PM)	Prof V (PTL)	Prof VII (TRC)	Prof VIII (TRC)	Prof IV (Engineer)	Prof II (Engineer)	Prof II (Engineer)	Prof IV (Engineer)	Prof VII (Geotech)	Lead Designer	Designer	Designer	Spec Writer	Estimator	Project Controls	Billing Admin	Procure-ment	PMCL	Clerical	Labor Totals		Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT*	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	$	Name	Total	Total	$	(6.875%)	
Task 1 Project Management	32	50	0	0	0	0	33	0	0	0	0	0	0	0	0	20	20	0	4	0	159	$31,825	$2,000		$0	$0	$33,825	$2,325	$36,150
1.1 Kickoff Meeting and Project Initiation	8	4					8														20	$4,128	$0		$0	$0	$4,128	$284	$4,412
1.2 Project Coordination Meetings	12	20					25														57	$11,877	$2,000		$0	$0	$13,877	$954	$14,831
1.3 Project Reporting	8	18														20	20				66	$11,188	$0		$0	$0	$11,188	$769	$11,957
1.4 Quality management	4	8																	4		16	$4,632	$0		$0	$0	$4,632	$318	$4,950
Task 2 Site Investigation	4	12	0	0	0	0	16	0	0	4	0	12	0	0	0	0	0	18	0	0	66	$11,420	$0		$56,169	$5,617	$73,206	$5,033	$78,239
2.1 Coordination	4	12					16			4		12						18			66	$11,420	$0		$0	$0	$11,420	$785	$12,205
2.2 Field Survey and SUE Investigation																					0	$0	$0	Bowman	$36,169	$3,617	$39,786	$2,735	$42,521
2.3 Geotechnical Investigation																					0	$0	$0	Geomat	$20,000	$2,000	$22,000	$1,513	$23,513
Task 3 Water Main Design	0	64	72	12	12	68	320	120	0	20	24	72	244	56	20	0	0	0	0	16	1,120	$172,944	$0		$0	$0	$172,944	$11,890	$184,834
3.1 Draft Design (60% Plans & Specs List)		32	24			40	160	80		8	16	40	120	36	12						568	$86,228	$0		$0	$0	$86,228	$5,928	$92,156
3.2 Final Design (90% Design Plans and Specs)		20	12			20	120	40		4	8	24	100	16	8					8	380	$55,676	$0		$0	$0	$55,676	$3,828	$59,504
3.3 100% Design (IFC Plans and Specs)		4	0				40					8	24	4						8	88	$12,168	$0		$0	$0	$12,168	$837	$13,005
3.4 Technical Quality Reviews		8	36	12	12	8				8											84	$18,872	$0		$0	$0	$18,872	$1,297	$20,169
Task 4 SFC Coordination and Compliance	12	32	0	0	0	0	88	16	12	0	0	0	0	0	0	0	0	0	0	0	168	$28,332	$0		$0	$0	$28,332	$1,948	$30,280
4.1 SCFU Coordination	4	4					16								8						32	$5,384	$0		$0	$0	$5,384	$370	$5,754
4.2 Hydraulic Modeling		4					24		12												40	$6,020	$0		$0	$0	$6,020	$414	$6,434
4.3 SCFU Applications/Submittals		8					24														32	$5,320					$5,320	$366	$5,686
4.4 NMED CPB/DWB Submittals and Coordinatio	8	16					24	16													64	$11,608	$0		$0	$0	$11,608	$798	$12,406
TOTAL	48	158	72	12	12	68	457	136	12	24	24	84	244	56	20	20	20	18	4	16	1513	$244,521	$2,000		$56,169	$5,617	$308,307	$21,196	$329,503

*For Construction Services related projects - NMGRT is based on site location at 6.875% (Tax Location Code 01-001, Remainder of County-Santa Fe), July 1, 2026 - June 30, 2027.

Labor Rates

CSL/Prof VII	Prof VIII (PM)	Prof V (PTL)	Prof VII (TRC)	Prof VIII (TRC)	Prof IV (Engineer)	Prof II (Engineer)	Prof II (Engineer)	Prof IV (Engineer)	Prof VII (Geotech)	Lead Designer	Designer	Designer	Spec Writer	Estimator	Project Controls	Billing Admin	Procure-ment	PMCL	Clerical
Tucholke	Shivakumar	Hassinger	Mercer	Tappan	Wieder	Cipra	Blackwell	Kufrin	Sanders	Wainwright	Shellikeri	Paramane	O'Gorman	Stalnaker	Shashank	Shruthi	Contakos	Guemez	TweedM
$246.00	$290.00	$192.00	$246.00	$290.00	$155.00	$125.00	$125.00	$155.00	$246.00	$166.00	$130.00	$130.00	$246.00	$155.00	$100.00	$100.00	$134.00	$332.00	$108.00

ODC Multiplier
0%

Sub Multiplier
10%

CDM Smith

ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2026

On-Call Engineering Contract - Santa Fe Solid Waste Management Agency

CATEGORIES	HOURLY RATES
TECHNICAL/PROFESSIONAL SERVICES	
PROFESSIONAL I	$115
PROFESSIONAL II	$125
PROFESSIONAL III	$145
PROFESSIONAL IV	$155
PROFESSIONAL V	$192
PROFESSIONAL VI	$200
PROFESSIONAL VII	$246
PROFESSIONAL VIII	$290
PROFESSIONAL IX	$332
SR TECHNICAL SPECIALIST	$265
SENIOR TECHNICAL CONSULTANT	$295
CONTRACT OFFICER	$273
DESIGNER/DRAFTER	$130
INTERMEDIATE DESIGNER/DRAFTER	$166
SENIOR DESIGNER/DRAFTER	$180
PROFESSIONAL SUPPORT SERVICES	
PROJECT CONTROLS SPECIALIST	$100
SENIOR PROJECT CONTROLS SPECIALIST	$150
CLERICAL	$108
PROCUREMENT SPECIALIST	$100
SENIOR PROCUREMENT SPECIALIST	$134
BILLING ADMINISTRATOR	$100
CONTRACT ADMINISTRATOR	$100
SENIOR CONTRACT ADMINISTRATOR	$150

Notes:
1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.
3. Rates will be updated annually.

ATTACHMENT 3

Amendment No. 1 to the Agreement

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

This AMENDMENT No. 1 ("Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 18, 2025 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and CDM Smith Inc. ("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 5 - Funding Support for the Caja del Rio Landfill Water Main 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 Forty-Two Thousand Nine Hundred Eight Dollars and No Cents ($42,908.00) 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 Two Hundred Thirty-Three Thousand Five Hundred Ninety-Nine Dollars and No Cents ($233,599.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	$190,691.00
AMENDMENT NO. 1	$42,908.00
CONTRACT TO DATE	$233,599.00

B. Contractor shall be responsible for payment of New Mexico gross receipts taxes levied by 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 June 18, 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 (Feb 20, 2026 10:28:30 MST)
Lisa Cacari Stone
Joint Powers Board, Chair Pro Tem

02/20/26
Date:

CONTRACTOR:

Jon Chill (Feb 20, 2026 10:04:27 MST)
Jonathon Chill, P.E.
Client Service Leader
CDM Smith Inc.

02/20/26
Date:

APPROVED AS TO FORM:

Nancy Long (Feb 20, 2026 10:07:05 MST)
Nancy R. Long
Agency Attorney

02/20/26
Date:

EXHIBIT A

Scope of Services
for
CDM Smith

February 12, 2026

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 Task 5.0 – Funding Support for Water Main

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 Task 5.0 – Funding Support for Water Main. The following sections define the project and the proposed scope of work. These services will be provided per the terms of our 2025 On-Call Engineering Services Contract with SFSWMA.

Project Definition

SFSWMA plans the design and installation of a new 8-inch PVC water main about 0.95 mile long to serve the Caja del Rio Landfill owned by SFSWMA located within Santa Fe County, New Mexico. CDM Smith understands that SFSWMA would like to pursue funding for the design and construction of this project prior to initiating design. The proposed scope of work for funding assistance is outlined below.

Scope of Work

Task 1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing. Invoicing will be provided on a monthly basis and include a progress report.

CDM Smith will facilitate a kick-off meeting with the SFSWMA team to review this scope of work, schedule, and project goals to support the success of this project. This meeting will establish approaches for addressing early action items, data requests, and collaboration. Data and information that will be used for funding support will be requested at the kick-off meeting.

Assumptions

- One (1) hour virtual meeting with SFSWMA, facilitated by the CDM Smith project manager (PM) to kick off this project.
- Project management costs are provided for an anticipated 12-month period.

Deliverable

- Project Kickoff Meeting – Agenda and Meeting Summary notes (PDF)

Task 2 Funding Support

CDM Smith will support the SFSWMA in securing funding for the proposed 8-inch water line connecting the Caja del Rio Landfill to the Santa Fe County water distribution system. As a political subdivision of the State of New Mexico, SFSWMA is eligible for a broad range of funding programs – including the Rural Infrastructure Program (RIP), Capital Outlay (SAP), Clean Water and Drinking Water State Revolving Funds (CWSRF/DWSRF), the Water Trust Board (WTB), and the Public Project Revolving Fund (PPRF).

Because SFSWMA intends to fund as much of the water main project as possible through low interest loans and/or grants, our team will help identify appropriate programs. This work will include confirming eligibility for the grants and funding programs listed above, and assisting SFSWMA with selecting opportunities. CDM Smith will then prepare application materials for up to three selected funding opportunities, developing project descriptions and cost estimates suitable for funding review, and coordinating with the funding agency to ensure the project aligns with program requirements, timelines, and allowable uses.

To support this effort, CDM Smith will prepare the necessary technical materials – including preliminary cost estimates, schedules, figures, and narrative descriptions – to support development of a selected funding application and early design coordination.

Assumptions

- SFSWMA will serve as the official applicant for the application submittal.
- CDM Smith will prepare up to three selected funding applications, including narratives, preliminary cost estimates, schedules, maps/figures, and readiness-to-proceed information, as required by the funding program. Additional funding applications will be completed by SFSWMA or under an amendment.
- SFSWMA will provide financial information (audits, budgets, bond ratings, rate structures, etc.) needed for the application.
- SFSWMA will provide timely review and approval of draft application materials prior to submittal.
- Environmental, cultural, or archaeological field surveys are not expected to be necessary if water line is built within existing right of way.

Deliverables

- Up to three applications for funding.

Proposed Schedule

The project schedule included in the proposal confirms the key assumptions for Task dates starting February 2026 running through September 2026. The following are key milestones in the proposed project schedule:

- February 23, 2026 — NTP/Approved PO
- March first week, 2026 — Kick-off Meeting
- March 2026 — Initiate cost estimate and documentation in support of funding
- March 2026 – February 2027 — Prepare and submit funding applications as early as possible based on each application's unique timeline; respond to comments.

Proposed Fee

CDM Smith will complete this scope of services under agreement on terms and conditions as noted in the 2025 On-Call Engineering Services Contract with SFSWMA. The work for Tasks 1 and 2 will be completed on a time and materials basis, not to exceed budget of $40,148 (excluding NMGRT) and approximately $42,908 including NMGRT (6.875%). This budget has been developed based on proposed hours and costs noted in the attached Fee table.

CDM Smith appreciates the opportunity to provide water main design services to SFSWMA. Please contact Dacia Tucholke at 505.353.3713 with any questions or comments regarding this Task Order Proposal. We look forward to continuing to work with SFSWMA for the Caja del Rio Landfill facility.

Sincerely,

Dacia Tucholke, PMP
Principal, Project Manager/Client Service Leader
CDM Smith Inc.

cc: Shilpa Shivakumar, PE, PMP
Chase Stearnes, PE, PMP

Attachments:

A Proposed Fee
B CDM Smith Schedule of Hourly Billing Rates 2026

ATTACHMENT A

Proposed Fee
Task 5.0 Funding Support for Water Main
SFSWMA On-Call Engineering Services Contract

		Hours													Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT*	TOTAL
Tasks	Contract Officer/PM	Prof VIII (Engineer)	Prof IV (Engineer)	Prof II (Engineer)	GIS	Funding Lead	Funding Support	Estimator	Project Controls	Billing Admin	PMCL	Clerical	Labor Totals			Name	Total	Total		(6.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	$		$	$	$	$	$
Task 1 Project Management	24	2	0	0	0	2	2	0	18	18	1	0	67	$11,090	$0		$0	$0	$11,090	$762	$11,852
1.1 Project Management	24	2				2	2		18	18	1		67	$11,090	$0		$0	$0	$11,090	$762	$11,852
Task 2 Funding Support	12	6	8	8	8	36	74	12	0	0	0	12	176	$29,058	$0		$0	$0	$29,058	$1,998	$31,056
2.1 Funding Strategy Development	6	3				4	12						25	$4,854	$0		$0	$0	$4,854	$334	$5,188
2.2 Application	6	3	8	8	8	20	50	12				12	127	$20,160	$0		$0	$0	$20,160	$1,386	$21,546
2.3 Meetings						12	12						24	$4,044	$0		$0	$0	$4,044	$278	$4,322
TOTAL	36	8	8	8	8	38	76	12	18	18	1	12	243	$40,148	$0		$0	$0	$40,148	$2,760	$42,908

*For Construction Services related projects - NMGRT is based on site location at 6.875% (Tax Location Code 01-001, Remainder of County-Santa Fe), January 1, 2026 - June 30, 2026

Labor Rates

Contract Officer/PM	Prof VIII (Engineer)	Prof IV (Engineer)	Prof II (Engineer)	GIS	Funding Lead	Funding Support	Estimator	Project Controls	Billing Admin	PMCL	Clerical
Tucholke	Shivakumar	Wieder	Cipra	Wagner	Stearnes	Gayzoo	Stalzaker	Shashank	Shruthi	Guerrez	Knight
$346.00	$290.00	$155.00	$125.00	$166.00	$192.00	$145.00	$156.00	$100.00	$100.00	$152.00	$108.00

ODC Multiplier
0%

Sub Multiplier
10%

CDM Smith

ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2026

On-Call Engineering Contract - Santa Fe Solid Waste Management Agency

CATEGORIES	HOURLY RATES
TECHNICAL/PROFESSIONAL SERVICES	
PROFESSIONAL I	$115
PROFESSIONAL II	$125
PROFESSIONAL III	$145
PROFESSIONAL IV	$155
PROFESSIONAL V	$192
PROFESSIONAL VI	$200
PROFESSIONAL VII	$246
PROFESSIONAL VIII	$290
PROFESSIONAL IX	$332
SR TECHNICAL SPECIALIST	$265
SENIOR TECHNICAL CONSULTANT	$295
CONTRACT OFFICER	$273
DESIGNER/DRAFTER	$130
INTERMEDIATE DESIGNER/DRAFTER	$166
SENIOR DESIGNER/DRAFTER	$180
PROFESSIONAL SUPPORT SERVICES	
PROJECT CONTROLS SPECIALIST	$100
SENIOR PROJECT CONTROLS SPECIALIST	$150
CLERICAL	$108
PROCUREMENT SPECIALIST	$100
SENIOR PROCUREMENT SPECIALIST	$134
BILLING ADMINISTRATOR	$100
CONTRACT ADMINISTRATOR	$100
SENIOR CONTRACT ADMINISTRATOR	$150

Notes:
1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.
3. Rates will be updated annually.

ATTACHMENT 4

Professional Services Agreement with CDM Smith

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(On-Call Engineering Services – 2025)

This PROFESSIONAL SERVICES AGREEMENT("Agreement") is made and entered into this 18th day of June 2025 by and between the Santa Fe Solid Waste Management Agency ("Agency") and CDM Smith Inc. ("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 One Hundred Ninety Thousand Six Hundred Ninety-One Dollars and No Cents ($190,691.00).

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 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 June 18, 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 a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the State of New Mexico courts 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 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. Jonathon Chill, P.E.
Client Service Leader
CDM Smith Inc.
6001 Indian School NE, Suite 310
Albuquerque, NM 87110
Email: chilljm@cdmsmith.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 (Jun 18, 2025 17:34 MDT)

Lee Garcia
Chairperson, Joint Powers Board

06/18/25
Date:

CONTRACTOR:

Jonathon chill (Jun 18, 2025 12:30 PDT)

Jonathon Chill, P.E.
Client Service Leader
CDM Smith Inc.

06/18/25
Date

APPROVED AS TO FORM:

Nancy Long (Jun 18, 2025 10:51 MDT)

Nancy R. Long
Agency Attorney

06/18/25
Date:

EXHIBIT A

Scope of Services

Task 1.0

Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area (Continued)

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

June 11, 2025

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 Task 1.0 – Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area (Continued)

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 the continuation of the Conceptual Design of Future Disposal Area and Grading Plan for the Del Hur Area under our new 2025 On-Call Engineering Services Contract. This project was previously approved as Task 11.0 on our 2021 On-call Contract, and at the request of SFSWMA, we are moving this project to the new 2025 On-Call Contract. The scope of work remains the same, and the project budget has been reduced to account for charges previously invoiced. The following sections detail the scope for Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area.

Task 1.0 Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area

The purpose of this task is to develop conceptual plans (10% level of design) for a future disposal area located west of Cells 1 through 6B of the SFSWMA. A grading plan for the Del Hur area will be developed once conceptual grading plans for the future disposal area have been finalized. The Del Hur area grading plan will provide guidance for the Contractor to blast and excavate basalt while minimizing impacts to existing operations.

1.1 Project Management

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

1.2 Review of Existing Information

CDM Smith will review existing data, plans, and reports prepared during the design and permitting of previous cells at the SFSWMA and any additional information from SFSWMA deemed necessary for the project. CDM Smith will prepare a preliminary layout of the footprint for the future disposal area prior to the design parameter meeting in Task 1.3.

1.3 Conceptual Design of Future Disposal Area

Upon completion of Task 1.2, CDM Smith will meet virtually with SFSWMA to discuss the key parameters for the conceptual design of the future disposal area. Design parameters include footprint location and dimensions, depth of base grades, steepness of side slopes, final waste elevations, leachate, gas and stormwater management.

CDM Smith will prepare the following draft plans (10% level of design) for review by SFSWMA:

- Sheet 1 - Existing conditions: site topography, existing disposal areas, roads, and buildings.
- Sheet 2 - Site development: modified permit boundary, proposed limits of disposal area, and future site infrastructure (i.e., stockpile areas, compost area, etc.).
- Sheet 3 - Base liner system: subgrade elevations, slopes, and anchor berm configuration.
- Sheet 4 - Leachate collection system: piping system, cleanouts, and sumps.
- Sheet 5 - Closure plan: stormwater berms and channels.
- Sheet 6 - Cross sections.
- Sheets 7-8 - Details: applicable details from the previous permit modification will be used where applicable.

CDM Smith will prepare a technical memorandum detailing the conceptual design which will be submitted to SFSWMA with the draft drawings for review. The technical memorandum will include a volume analysis for the future disposal area in addition to volume gained by shifting the western waste boundary of the East Phase westward to the haul road running between the East and West Phases. CDM Smith will conduct a virtual meeting with SFSWMA to discuss review comments.

CDM Smith will incorporate SFSWMA review comments and items discussed during the virtual meeting into the final technical memorandum and drawings. CDM Smith will hold one virtual meeting with NMED SWB and SFSWMA to discuss whether a permit modification is required for the revised waste boundary of the East Phase.

1.4 Del Hur Area Grading Plan

CDM Smith will meet virtually with SFSWMA and the Del Hur Contractor to discuss areas where pre-excavation of basalt can occur. CDM Smith will prepare draft plans for review by SFSWMA. The following drawings will be prepared:

- Sheet 1 - Existing conditions: site topography, existing disposal areas, roads, and buildings.
- Sheet 2 - Excavation plan.

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- Sheet 3 - Cross sections.

CDM Smith will submit the draft drawings to SFSWMA for review and conduct a virtual meeting with SFSWMA and Del Hur to discuss review comments. CDM Smith will incorporate SFSWMA and Del Hur review comments and items discussed during the virtual meeting into the final drawings.

Assumptions:

- Survey of future disposal area is not included. Existing topography from the most recent airspace analysis will be used.
- Geotechnical analyses are not included. Geotechnical review will be limited to existing boring information.
- Design of landfill gas collection and control system for the future disposal area is not included.
- Preparation of permit level drawings, text, or calculations is not included.

Deliverables:

- Monthly progress reports and invoices (via email)
- Technical memorandum and drawings for the Conceptual Design of Future Disposal Area
- Del Hur Area Grading Plan

Schedule

Task 1.0 project work is estimated to be completed within four months of Notice to Proceed (NTP). An estimated schedule is provided below. Schedule extensions may result in additional costs.

Task	Name	Estimated Schedule
1.2	Review of Existing Information	Ongoing
1.3	Conceptual Design of Future Disposal Area	Within 3 months of NTP
1.4	Del Hur Area Grading Plan	Within one month of completion of Task 11.3

Cost Estimate

Task 1.0 Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $64,679 excluding NMGRT. The Cost Estimate for Task 1.0 is included in **Attachment A.** CDM Smith's Schedule of Hourly Billing Rates (2025-2026) is provided as **Attachment B.**

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Proposal Approval

We appreciate your review of our Task Order Proposal for Task 1.0 – Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,





Aaron Weispfenning, PE, PMP
Project Technical Leader
CDM Smith Inc.

Dacia Tucholke, PMP
Principal, Project Manager
CDM Smith Inc.

Attachments:

A Cost Estimate
B CDM Smith Schedule of Hourly Billing Rates 2025-2026

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ATTACHMENT A

Cost Estimate

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Cost Estimate
Task 1.0: Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area
SFSWMA On-Call Engineering Services Contract

Tasks	Hours																	Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT*	TOTAL
	Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof V	Prof III	Prof I	Designer/ Drafter	Prof II	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)	Labor Totals			Name	Total	Total		(6.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	$		$	$	$	$	$
Task 11.0																**412**	**$64,679**	**$0**		**$0**	**$0**	**$64,679**	**$4,447**	**$69,126**
11.1 Project Management	1	22									4	6	4	20	1	58	**$9,482**	$0		$0	$0	**$9,482**	**$652**	**$10,134**
11.2 Review of Existing Information			4			8		8								20	**$3,400**	$0		$0	$0	**$3,400**	**$234**	**$3,634**
11.3 Conceptual Design of Future Disposal Area			24	12	14	8	22	40	85	31						236	**$36,537**	$0		$0	$0	**$36,537**	**$2,512**	**$39,049**
11.4 Del Hur Area Grading Plan			8		16		24		50							98	**$15,260**	$0		$0	$0	**$15,260**	**$1,049**	**$16,309**
TOTAL	**1**	**22**	**36**	**12**	**30**	**16**	**46**	**48**	**135**	**31**	**4**	**6**	**4**	**20**	**1**	**412**	**$64,679**	**$0**		**$0**	**$0**	**$64,679**	**$4,447**	**$69,126**

**For Construction Services related projects - NMGRT is based on site location at 6.875% (Tax Location Code 01-001, Remainder of County-Santa Fe), January 1, 2025 - June 30, 2025.*

Labor Rates

Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof V	Prof III	Prof I	Designer/ Drafter	Prof II	Admin	Contr. Admin	Sr. Contr Admin	Project Controls	Prof V (ProjectWise)
Chill	**Tucholke**	**Gabel**	**Velardoccia**	**Weispfenning**	**Applegate**	**Arnett (Hoal)**	**York**	**Case**	**Olarinmoye**	**Diger**	**Shruthi**	**Scott**	**Bokade**	**Hammarberg**
$273.00	$246.00	$290.00	$246.00	$185.00	$165.00	$145.00	$115.00	$130.00	$125.00	$108.00	$100.00	$150.00	$100.00	$165.00

ODC Multiplier
0%

Sub Multiplier
10%

ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2025-2026

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ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2025-2026

On-Call Engineering Contract - Santa Fe Solid Waste Management Agency

CATEGORIES	HOURLY RATES
TECHNICAL/PROFESSIONAL SERVICES	
PROFESSIONAL I	$115
PROFESSIONAL II	$125
PROFESSIONAL III	$145
PROFESSIONAL IV	$155
PROFESSIONAL V	$165
PROFESSIONAL VI	$185
PROFESSIONAL VII	$246
PROFESSIONAL VIII	$290
PROFESSIONAL IX	$332
SR TECHNICAL SPECIALIST	$265
SENIOR TECHNICAL CONSULTANT	$295
CONTRACT OFFICER	$273
DESIGNER/DRAFTER	$130
INTERMEDIATE DESIGNER/DRAFTER	$166
SENIOR DESIGNER/DRAFTER	$180
PROFESSIONAL SUPPORT SERVICES	
PROJECT CONTROLS SPECIALIST	$100
SENIOR PROJECT CONTROLS SPECIALIST	$150
CLERICAL	$108
PROCUREMENT SPECIALIST	$100
SENIOR PROCUREMENT SPECIALIST	$134
BILLING ADMINISTRATOR	$100
CONTRACT ADMINISTRATOR	$100
SENIOR CONTRACT ADMINISTRATOR	$150

1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.
3. Rates will be updated annually.

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Task 2.0

2025 Landfill Survey & Volumetrics

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

June 11th, 2025

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 Task 2.0 – 2025 Landfill Survey & Volumetrics

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 Task 2.0 – 2025 Landfill Survey & Volumetrics. The following sections detail the scope for this work. These services will be provided per the terms of our new 2025 On-Call Engineering Services Contract with SFSWMA.

Task 2.0 2025 Landfill Survey &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 for select portions of the Caja del Rio Landfill during the third or fourth calendar quarter of 2025, depending on directive from SFSWMA. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

2.1 Project Management

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

2.2 Topographic Survey

BHI will utilize survey control previously established within and adjacent to the project area. A topographic survey using drone technology will then be conducted for the area as to support a one-foot contour interval (CI). Aerial acquisition will be performed using the drone platform with an associated camera system. Appropriate 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 (one-foot CI). BHI will control with sufficient check shots throughout the project to test the vertical accuracy. The site location is within Santa Fe Municipal Airport Class D airspace and

will require authorizations for drone use. The 2025 Survey constitutes approximately 181 Acres. The survey area is depicted in **Figure 1.**

2.3 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 (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., 2023). 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.
- SFSWMA will provide one month's notice of the desired survey date in order to allow BHI to schedule the survey. It is anticipated that the survey will take place during the third or fourth quarter of 2025 with enough lead time to allow for processing survey data and completing volumetrics prior to the NMED Annual Report deadline of February 14, 2026.
- Schedule extensions may result in additional costs.

Deliverables:

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

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Schedule

The survey schedule will be based on coordination with SFSWMA as noted above, as well as weather conditions. 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 3 weeks of receipt of the final topographic data files from BHI. Task 2.0 project work is estimated to be completed within 2 months of the survey date.

Cost Estimate

Task 2.0 2025 Landfill Survey & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $28,396 excluding NMGRT. The Cost Estimate for Task 2.0 is included in **Attachment A.** CDM Smith's Schedule of Hourly Billing Rates (2025-2026) is provided as **Attachment B.**

Proposal Approval

We appreciate your review of our revised Task Order Proposal for Task 2.0 – 2025 Landfill Survey & Volumetrics and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

Dacia Tucholke, PMP
Principal, Project Manager
CDM Smith Inc.
Attachments:

A Cost Estimate
B CDM Smith Schedule of Hourly Billing Rates 2025-2026

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Figure 1:
2025 Survey Area
Caja del Rio Landfill
Legend
2025 Survey Area - 181 Acres
Caja del Rio Landfill
Google Earth
Image Landsat / Copernicus
1000 ft
N

ATTACHMENT A

Cost Estimate

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Cost Estimate
Task 2.0: 2025 Landfill Survey & Volumetrics
SFSWMA 2025 On-Call Engineering Services Contract

Tasks	Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Int Design/ Drafter	Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	$	Name	Total	Total		(7.625%)	
														BHI	$	$	$	$	$
Task 2.0	**1**	**16**	**2**	**20**	**8**	**20**	**6**	**4**	**2**	**6**	**85**	**$14,921**	**$0**		**$12,250**	**$1,225**	**$28,396**	**$2,165**	**$30,561**
2.1 PM	1	14					6	4	2	6	33	**$5,669**	$0		$0	$0	**$5,669**	**$432**	**$6,101**
2.2 Volumetrics		2	2	20	8	20					52	**$9,252**	$0		$0	$0	**$9,252**	**$705**	**$9,957**
2.3 BHI											0	**$0**	$0		$12,250	$1,225	**$13,475**	**$1,027**	**$14,502**
TOTAL	**1**	**16**	**2**	**20**	**8**	**20**	**6**	**4**	**2**	**6**	**85**	**$14,921**	**$0**		**$12,250**	**$1,225**	**$28,396**	**$2,165**	**$30,561**

Labor Rates

Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Int Design/ Drafter	Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Chill	**Tucholke**	**Gabel**	**Weispfenning**	**Hool**	**McDaniel**	**Shruthi**	**Contakos**	**Dilger**	**Shashank**
$273.00	$246.00	$290.00	$185.00	$145.00	$166.00	$100.00	$134.00	$108.00	$100.00

ODC Multiplier
0%

Sub Multiplier
10%

ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2025-2026

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ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2025-2026

On-Call Engineering Contract - Santa Fe Solid Waste Management Agency

CATEGORIES	HOURLY RATES
TECHNICAL/PROFESSIONAL SERVICES	
PROFESSIONAL I	$115
PROFESSIONAL II	$125
PROFESSIONAL III	$145
PROFESSIONAL IV	$155
PROFESSIONAL V	$165
PROFESSIONAL VI	$185
PROFESSIONAL VII	$246
PROFESSIONAL VIII	$290
PROFESSIONAL IX	$332
SR TECHNICAL SPECIALIST	$265
SENIOR TECHNICAL CONSULTANT	$295
CONTRACT OFFICER	$273
DESIGNER/DRAFTER	$130
INTERMEDIATE DESIGNER/DRAFTER	$166
SENIOR DESIGNER/DRAFTER	$180
PROFESSIONAL SUPPORT SERVICES	
PROJECT CONTROLS SPECIALIST	$100
SENIOR PROJECT CONTROLS SPECIALIST	$150
CLERICAL	$108
PROCUREMENT SPECIALIST	$100
SENIOR PROCUREMENT SPECIALIST	$134
BILLING ADMINISTRATOR	$100
CONTRACT ADMINISTRATOR	$100
SENIOR CONTRACT ADMINISTRATOR	$150

1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.
3. Rates will be updated annually.

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Task 3.0

Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions

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

June 11, 2025

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 Task 3.0 – Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions

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 Task 3.0 –Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions under our On-Call Engineering Services Contract. These services will be provided per the terms of our 2025 On-Call Engineering Services Contract with SFSWMA.

Task 3.0 Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions

CDM Smith will evaluate the stormwater controls for the East and West Phases of the Caja Del Rio landfill to determine if stormwater can be rerouted. The analysis will also review the area between the East and West Phases to determine if additional airspace can be gained.

3.1 Project Management

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

3.2 Review of Existing Information

CDM Smith will review existing data, plans, and reports prepared during the design and permitting of previous cells at the SFSWMA and any additional information from SFSWMA deemed necessary for the project. CDM Smith will meet virtually with SFSWMA upon review of existing information to discuss preliminary findings.

3.3 Stormwater Analysis

CDM Smith will prepare stormwater calculations to confirm the dimensions of the permitted perimeter stormwater controls for the East and West Phases. Routing of stormwater from the future disposal area being developed as part of a separate scope (i.e., the Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area) will also be analyzed and designed. Results of calculations will be incorporated into the stormwater design of the future disposal area. CDM Smith

will update the Overall Final Grading Plan from the 2015 Permit Modification to prepare a preliminary layout of the revised stormwater routing (30% level of design) for review by SFSWMA followed by a virtual review meeting. CDM Smith will incorporate SFSWMA review comments and items discussed during the virtual meeting into a technical memorandum and final drawings (see Task 3.4).

3.4 Revisions to East Phase

CDM Smith will redesign the western limits of the East Phase (Cells 7-11) to increase airspace. The following drawings will be prepared:

- Sheet 1 – Base Grading Plan
- Sheet 2 – Final Grading Plan
- Sheet 3 – Sections

CDM Smith will submit draft drawings to SFSWMA for review and conduct a virtual meeting with SFSWMA to discuss review comments. CDM Smith will incorporate SFSWMA review comments and items discussed during the virtual meeting into the final drawings (60% level of design). CDM Smith will prepare a technical memorandum detailing the stormwater design and revisions to the East Phase. The technical memorandum will include stormwater calculations and a volume analysis for the East Phase.

Assumptions:

- Survey is not included. Existing topography from the most recent airspace analysis will be used.
- Preparation of permit level drawings, text, or calculations is not included.

Deliverables:

- Monthly progress reports and invoices (via email).
- Draft/Final Technical Memorandum and Drawings as noted above.

Schedule

Task 3.0 project work is estimated to be completed within three months of Notice to Proceed (NTP). An estimated schedule is provided below. Schedule extensions may result in additional costs.

Task	Name	Estimated Schedule
3.2	Review of Existing Information	Within 2 weeks of NTP
3.3	Stormwater Analysis	Within 1 month of completion of Task 3.2
3.4	Revision to East Phase	Within 1.5 months of completion of Task 3.3

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Cost Estimate

Task 3.0 Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $55,548 excluding NMGRT. The cost estimate for Task 3.0 is provided as **Attachment A.** Our Schedule of Hourly Billing Rates (2025-2026) is provided as **Attachment B.**

We appreciate your review of our Task Order Proposal for Task 3.0 – Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

Aaron Weispfenning, PE, PMP
Project Technical Leader
CDM Smith Inc.

Dacia Tucholke, PMP
Principal, Project Manager
CDM Smith Inc.

Attachments:

A Cost Estimate
B CDM Smith Schedule of Hourly Billing Rates 2025-2026

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ATTACHMENT A

Cost Estimate

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Cost Estimate
Task 3.0 Caja Del Rio Landfill Stormwater Analysis and East Phase Revisions
SFSWMA On-Call Engineering Services Contract

Tasks	Hours														Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT*	TOTAL
	Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof III	Designer/ Drafter	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)	Labor Totals			Name	Total	Total		(6.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	$		$	$	$	$	$
Task 3.0													**328**	**$55,548**	**$0**		**$0**	**$0**	**$55,548**	**$3,819**	**$59,367**
3.1 Project Management	1	30						4	10	2	16	1	64	**$11,150**	$0		$0	$0	**$11,150**	**$767**	**$11,917**
3.2 Review of Existing Information			4		8	8	10						30	**$5,100**	$0		$0	$0	**$5,100**	**$351**	**$5,451**
3.3 Stormwater Analysis			12	8	20	32	40						112	**$18,988**	$0		$0	$0	**$18,988**	**$1,305**	**$20,293**
3.4 Revisions to East Phase			16		30	16	60						122	**$20,310**	$0		$0	$0	**$20,310**	**$1,396**	**$21,706**
TOTAL	**1**	**30**	**32**	**8**	**58**	**56**	**110**	**4**	**10**	**2**	**16**	**1**	**328**	**$55,548**	**$0**		**$0**	**$0**	**$55,548**	**$3,819**	**$59,367**

**For Construction Services related projects - NMGRT is based on site location at 6.875% (Tax Location Code 01-001, Remainder of County-Santa Fe), January 1, 2025 - June 30, 2025.*

Labor Rates

Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof III	Designer/ Drafter	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)
Chill	**Tucholke**	**Gabel**	**Velardoccia**	**Weispfenning**	**Arnett (Hool)**	**Case**	**Dilger**	**Shruthi**	**Scott**	**Bokade**	**Hammarberg**
$273.00	$246.00	$290.00	$246.00	$185.00	$145.00	$130.00	$108.00	$100.00	$150.00	$100.00	$165.00

ODC Multiplier
0%

Sub Multiplier
10%

ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2025-2026

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ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2025-2026

On-Call Engineering Contract - Santa Fe Solid Waste Management Agency

CATEGORIES	HOURLY RATES
TECHNICAL/PROFESSIONAL SERVICES	
PROFESSIONAL I	$115
PROFESSIONAL II	$125
PROFESSIONAL III	$145
PROFESSIONAL IV	$155
PROFESSIONAL V	$165
PROFESSIONAL VI	$185
PROFESSIONAL VII	$246
PROFESSIONAL VIII	$290
PROFESSIONAL IX	$332
SR TECHNICAL SPECIALIST	$265
SENIOR TECHNICAL CONSULTANT	$295
CONTRACT OFFICER	$273
DESIGNER/DRAFTER	$130
INTERMEDIATE DESIGNER/DRAFTER	$166
SENIOR DESIGNER/DRAFTER	$180
PROFESSIONAL SUPPORT SERVICES	
PROJECT CONTROLS SPECIALIST	$100
SENIOR PROJECT CONTROLS SPECIALIST	$150
CLERICAL	$108
PROCUREMENT SPECIALIST	$100
SENIOR PROCUREMENT SPECIALIST	$134
BILLING ADMINISTRATOR	$100
CONTRACT ADMINISTRATOR	$100
SENIOR CONTRACT ADMINISTRATOR	$150

1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.
3. Rates will be updated annually.

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Task 4.0

Access Road for Maintenance Building

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

June 11, 2025

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 Task 4.0 – Access Road for Maintenance Building

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 Task 4.0 – Access Road for Maintenance Building under our On-Call Engineering Services Contract. The following sections detail the scope of work. These services will be provided per the terms of our 2025 On-Call Engineering Services Contract with SFSWMA.

Task 4.0 Access Road for Maintenance Building

The purpose of this task is to reconfigure the access road to the maintenance building to allow additional excavation in Cells 7-9 prior to having to relocate the maintenance building.

4.1 Project Management

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

4.2 Conceptual Layouts

CDM Smith will prepare two conceptual layouts of the maintenance building access road based on conversations held between CDM Smith and SFSWMA on June 6, 2025. The layout will consider vehicular turning radius, offsite stormwater flow, and stormwater infrastructure already installed for the East Phase. CDM Smith will meet virtually with SFSWMA upon review of the conceptual layouts to select the preferred layout.

4.3 Preferred Layout

Stormwater controls, including culverts or a low water crossing, will be designed for the preferred layout. Drawing information (100% level of design) including plan and profile views, stormwater details, and a cut/fill analysis will be prepared for review by SFSWMA. The following drawings will be provided:

- Road Layout
- Profile
- Details

A virtual meeting will be held with SFSWMA and comments incorporated.

Assumptions:

- Survey is not included. Existing topography from the most recent airspace analysis will be used.
- Road profile will match the current access road.
- SFSWMA will perform all construction activities themselves (i.e., project will not be bid out).
- Technical specifications will not be provided.

Deliverables:

- Monthly progress reports and invoices (via email)
- Draft and Final Drawings.

Schedule

Task 4.0 project work is estimated to be completed within two months of Notice to Proceed (NTP). An estimated schedule is provided below. Schedule extensions may result in additional costs.

Task	Name	Estimated Schedule
4.2	Conceptual Layouts	Within 1 month of NTP
4.3	Preferred Layout	Within 1 month of completion of Task 4.2

Cost Estimate

Task 4.0 Access Road for Maintenance Building will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of $29,602 excluding NMGRT. The Cost Estimate for Task 4.0 is provided as **Attachment A.** CDM Smith's Schedule of Hourly Billing Rates (2025-2026) is provided as **Attachment B.**

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We appreciate your review of our Task Order Proposal for Task 4.0 – Access Road for Maintenance Building, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing our work with SFSWMA.

Sincerely,





Aaron Weispfenning, PE, PMP
Project Technical Leader
CDM Smith Inc.

Dacia Tucholke, PMP
Principal, Project Manager
CDM Smith Inc.

Attachments:

A Cost Estimate
B CDM Smith Schedule of Hourly Billing Rates 2025-2026

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ATTACHMENT A

Cost Estimate

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Cost Estimate
Task 4.0 Access Road for Maintenance Building
SFSWMA On-Call Engineering Services Contract

Tasks	Hours														Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT*	TOTAL
	Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof III	Designer/ Drafter	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)	Labor Totals			Name	Total	Total		(6.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	$	$		$	$	$	$	$
Task 3.0													**178**	**$29,602**	**$0**		**$0**	**$0**	**$29,602**	**$2,035**	**$31,637**
3.1 Project Management	1	20							10	2	10	1	44	**$7,658**	$0		$0	$0	**$7,658**	**$526**	**$8,184**
3.2 Conceptual Layouts			4		12	20	20						56	**$8,880**	$0		$0	$0	**$8,880**	**$611**	**$9,491**
3.3 Preferred Layout			8	4	16	20	30						78	**$13,064**	$0		$0	$0	**$13,064**	**$898**	**$13,962**
TOTAL	**1**	**20**	**12**	**4**	**28**	**40**	**50**	**0**	**10**	**2**	**10**	**1**	**178**	**$29,602**	**$0**		**$0**	**$0**	**$29,602**	**$2,035**	**$31,637**

**For Construction Services related projects - NMGRT is based on site location at 6.875% (Tax Location Code 01-001, Remainder of County-Santa Fe), January 1, 2025 - June 30, 2025.*

Labor Rates

Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof III	Designer/ Drafter	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)
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