

**BUCKMAN DIRECT DIVERSION BOARD  
PROFESSIONAL SERVICES AGREEMENT  
WITH AECOM TECHNICAL SERVICES, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the Buckman Direct Diversion Board ("BDDDB"), and AECOM Technical Services, Inc., hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by the parties.

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City of Santa Fe has made the determination that this Agreement can be procured in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

**WHEREAS**, Contractor has the requisite experience and qualifications and is willing to contract with BDDDB for professional services, in accordance with the terms and conditions hereinafter set out, and Contractor is willing to render such professional services as outlined in the Agreement.

**NOW THEREFORE**, BDDDB and Contractor hereby agree as follows:

**1. Scope of Work**

Contractor shall provide professional services as the BDDDB's Owner's Representative as described in the attached **Exhibit A**.

**2. Standard of Performance; Licenses**

**A.** Contractor does hereby accept its designation as a professional service, rendering services related to Owner's Representative services for the BDDDB, as set forth in this Agreement. Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under 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, its employees, agents, representatives, and subcontractors.

**3. Compensation**

**A.** BDDDB shall pay to Contractor in full payment for services satisfactorily performed such compensation not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00), in accordance with the fee schedule attached as **Exhibit B**. New Mexico gross receipts tax, at 6.875%, levied on the amounts payable under this Agreement are expected to total

approximately One Hundred Seventy-One Thousand Eight Hundred Seventy-Five Dollars (\$171,875.00), and shall be paid by the BDDB to Contractor. **The total amount ("Total Compensation") payable to Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed Two Million Six Hundred Seventy-One Thousand Eight Hundred Seventy-Five Dollars (\$2,671,875.00).**

**B.** The Total Compensation is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the BDDB when the services provided under this Agreement reach the total compensation amount. In no event will Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to any services, in excess of the total compensation amount being provided.

**C.** Payment shall be made upon acceptance of each deliverable and upon the receipt and acceptance of a detailed, certified payment invoice. Payment will be made to Contractor's designated mailing address. In accordance with § 13-1-158 NMSA 1978, payment of all undisputed amounts shall be tendered to Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices must be received by the BDDB no later than fifteen (15) days after the termination of this Agreement. Payment invoices received after such date will not be paid.

#### **4. Term**

This Agreement shall not become effective until approved by the BDDB. This Agreement shall terminate four (4) years from date of final signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

#### **5. Termination**

**A.** The BDDB may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon the BDDB's uncured, material breach of this Agreement.

**B.** Notice; BDDB Opportunity to Cure.

1) The BDDB shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give BDDB written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the BDDB's material breaches of this Agreement upon which the termination is based and (ii) state what the BDDB must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the BDDB does not cure all material breaches within the thirty (30)

day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the BDDDB does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by the BDDDB; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the BDDDB; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations," of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the BDDDB's sole liability upon termination shall be to pay for acceptable work performed prior to Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE BDDDB'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

## **6. Appropriations**

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

## **7. Status of Contractor**

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

## **8. Assignment**

Contractor shall not assign or transfer any interest in this Agreement or assign any claims

for money due or to become due under this Agreement without the prior written approval of the BDDB.

**9. Subcontracting**

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

**10. Release**

Final payment of the amounts due under this Agreement shall operate as a release of the BDDB, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement, excluding those unknown or unforeseen or those identified in writing by Contractor on the final invoice.

**11. 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 prior written approval of the BDDB.

**12. Product of Service – Copyright**

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

**13. Conflict of Interest; Governmental Conduct Act**

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

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

**C.** Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the BDDB relied when this Agreement was

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

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

#### **14. Amendment**

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

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

#### **15. Entire Agreement**

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

#### **16. Merger**

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement.

#### **17. Penalties for Violation of Law**

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

## **18. Equal Opportunity Compliance**

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

## **19. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

## **20. Workers Compensation**

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

## **21. Professional Liability Insurance**

For Contractor and all of Contractor's employees who are to perform professional services under this Agreement, Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors, or omissions. Such policy shall provide a limit of not less than \$2,000,000 per claim and \$4,000,000 annual aggregate. Contractor shall ensure both that: (i) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (ii) the policy will be maintained in force for a period of three years after termination or expiration of this Agreement. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, Contractor's policy shall not contain exclusions for those activities.

## **22. Other Insurance**

In the event Contractor performs services in connection with a project for which BDDB or another party with which BDDB has contracted obtains all risk or builder's risk property insurance, BDDB, to the extent feasible, shall name, or shall cause such other party to name, Contractor as an additional insured on such all risk or builder's risk property insurance.

Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the BDDB as additional insured:

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

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

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

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

### **23. Records and Financial Audit**

Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the BDDB. The BDDB shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the BDDB to recover excessive or illegal payments.

### **24. Indemnification**

Contractor shall defend, indemnify and hold harmless the BDDB from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source for personal injury death or property damage claimed by third parties that arise out of the performance of this Agreement, to the proportionate extent caused by the negligent act or failure to act of Contractor, its officers, employees, subcontractors or agents. If any action, suit or proceeding related to the services performed by Contractor or any officer, agent, employee, or subcontractor under this Agreement is brought against Contractor, Contractor shall,

as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the BDDB.

**25. New Mexico Tort Claims Act**

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

**26. Invalid Term or Condition**

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

**27. Enforcement of Agreement**

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

**28. Notices**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, (including by Federal Express or other personal delivery service); electronic mail (Email); or mailed by certified, return receipt requested, or registered mail, postage prepaid, and addressed to the following:

**BDDB:** Bradley Prada  
BDD Facilities Manager  
Buckman Direct Diversion  
341 Caja Del Rio Road  
Santa Fe, NM 87506  
Email: bxprada@santafenm.gov

**With a copy to:** Nancy R. Long,  
BDDB Independent Counsel  
Long, Komer & Associates, P.A.  
P.O. Box 5098  
Santa Fe, NM 87502-5098  
Email: nancy@longkomer.com

**Contractor:** AECOM Technical Services, Inc.  
**Attn:** John Sikora, P.E.  
Project Manager/Vice President  
804 Colorado Ave, Suite 201  
Glenwood Springs, CO 81601  
Email: john.sikora@aecom.com

**29. Authority**

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

**30. Non-Collusion**

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

**31. Default/Breach**

In case of default and/or breach by Contractor, for any reason whatsoever, the BDDB will provide written notice to Contractor detailing the default and/or breach and Contractor will have a right to cure such default and/or breach within a reasonable period of time. Failure to cure by Contractor will entitle BDDB the right to procure the goods or services from another source and hold Contractor responsible for any resulting excess costs and/or damages, and the BDDB may also seek all other remedies under the terms of this Agreement and under law or equity.

**32. Equitable Remedies**

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

**33. Default and Force Majeure**

- A. The BDDB reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the BDDB, if Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold Contractor liable for any excess cost occasioned by the BDDB due to Contractor's default. Contractor shall not

be liable if failure to perform the order arises out of causes beyond the control and without the fault or negligence of Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the BDDDB shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery scheduled. The rights and remedies of the BDDDB provided in this section shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

- B. Contractor warrants that its consulting and professional engineering services shall be performed in accordance with that degree of care and skill ordinarily exercised by members of the consulting and engineering profession applicable to the services. **THE STANDARD OF CARE SET FORTH IN THIS ARTICLE 33.B ARE EXCLUSIVE, AND IN LIEU OF ANY AND ALL OTHER WARRANTIES RELATING TO THE SERVICES, WHETHER STATUTORY, EXPRESS OR IMPLIED, AND CONTRACTOR DISCLAIMS ANY SUCH OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. ANY OTHER STATEMENTS OF FACT OR DESCRIPTIONS EXPRESSED IN THE AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE A WARRANTY OF THE SERVICES OR ANY PART THEREOF.**
- C. Contractor may rely upon and use in the performance of any services information supplied to it by BDDDB without independent verification and Contractor shall not be responsible for defects in its services attributable to its reliance upon or use of such information.
- D. The performance by Contractor of any quality assurance, vendor assurance, project management, construction management or other third party supervisory or advisory services as part of Contractor's services shall not constitute an assumption by Contractor of any obligations of BDDDB or its other contractors, engineers, vendors or suppliers. Contractor shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs, or precautions connected with the project and shall not manage, (except for program management services) supervise, control or have charge of construction. The Contractor shall not be responsible for failure of the BDDDB's contractors, engineers, vendors or suppliers to comply with their respective contract documents.

- E. Any cost opinions or estimates provided by Contractor will be on the basis of experience and judgment, however, since Contractor has no control over market conditions or bidding procedures, Contractor cannot and does not warrant that bids, ultimate construction cost, or project economics will not vary from such opinions or estimates. Neither this Agreement nor any of the services provided hereunder shall constitute or provide for, and Contractor shall not be considered to have rendered, any legal or financial opinion(s) regarding the feasibility of this project or any other or regarding any other matter. Contractor shall under no circumstances provide as part of the services a consent, opinion or similar document, or act as a qualified person or expert, in connection with any filing by BDDB with the United States Securities and Exchange Commission, or similar non-United States agency, authority or commission.

Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, neither BDDB nor Contractor shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages.

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

**[Signature Page Follows]**

**BUCKMAN DIRECT DIVERSION BOARD**

By: \_\_\_\_\_  
Justin Greene, BDDDB Chair

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

**APPROVED AS TO FORM**

\_\_\_\_\_  
Nancy R. Long, BDDDB Counsel

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

**APPROVED**

**ATTEST:**

\_\_\_\_\_  
Katharine E. Clark, County Clerk

**CONTRACTOR:  
AECOM Technical Services, Inc.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

NM Taxation & Revenue  
CRS # \_\_\_\_\_

City of Santa Fe Business  
Registration # \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK



AECOM  
804 Colorado Ave, Suite 201 Glenwood  
Springs, CO 81601 www.aecom.com

AECOM Technical Services, Inc. (AECOM) is pleased to submit this proposal to the BDDB to provide professional engineering services for the Owner's Representative role as defined by the following tasks:

1. Develop and maintain systems for effective communications with and reporting to the BDD Board as well as the Consulting Engineer when and as necessary, including monthly written status reports on design and construction progress, budget, schedule, and problems. The BDD Board Consulting Engineer is Wright Water Engineers, Inc. (WWE). The Owner's Representative shall report to and take direction from the Consulting Engineer.
2. Develop systems for effective communications with the Design-Build contractor.
3. Assist with Project permitting as requested.
4. Evaluation of Design-Builder's design alternatives and priorities.
5. Evaluation of Design Builder's budget alternatives.
6. Evaluation of Design-Builder's design.
7. Evaluation of Design-Builder's schedule(s).
8. Provide constructability reviews on a periodic basis. Review and advise on the BDD Facility's impacts and Project phasing.
9. Assist with negotiation of the Project Design-Build Contract as requested.
10. Track and update Project schedules including design, preconstruction, construction, substantial completion, startup, and final completion of Project Review and track Project budgets throughout the life of the Project.
11. Provide construction inspection services.
12. Review, respond to, as necessary, and log RFIs and change orders.
13. Review, analyze and advise BDDB to approve/disapprove the Design-Builder pay applications.

14. Review and comment on major subcontracts and vendor equipment contracts.
15. Review, log and respond to, as necessary, shop drawings and samples.
16. Attend Project meetings. Meet with and update the BDDDB and its Consulting Engineer, as necessary, or requested.
17. Assist with Project commissioning, close-out and training.
18. Monitor and advise BDDDB of the Project Substantial Completion and Final Completion.
19. Assist with the Design-Builder's training sessions following commissioning and/or close-out.
20. Review and reconcile final pay application.
21. Review, collect and log all contractor and subcontractor warranties and manufacturer's specifications.
22. Review and advise on claims as requested.
23. Develop and maintain a system of Project document control and retention.

Per BDDDB's request, AECOM has developed a specific scope of work (SOW) and associated costs to complete a review of the Design-Builder's proposal expected to be submitted to BDDDB on May 2, 2025. We anticipate the proposal will contain a number of projects to improve the reliability, operation and maintenance of the BDD system. We anticipate each project will contain a description of the issue the Design-Builder is addressing, an approach to the data collection and analysis to address the remedial design needs, anticipated configuration of the remedial construction features, a rough order of magnitude estimate of the engineering and construction costs and implementation schedule for engineering and construction.

Notwithstanding any provision to the contrary, AECOM will not provide any legal advice or representation of any nature under this Agreement in supporting the contract negotiations or claims review.

### **Initial Tasks**

#### **Task 100 – Review of Wight Water Engineering Reports**

It is our understanding WWE has developed a comprehensive report describing the deficiencies and issues associated with BDD. At this time, AECOM has only been provided Appendix A through E from that document. This task is to review the WWE report to become familiar with the issues and flaws associated with BDD.

## **Task 200 – Review Design-Builder’s Proposal**

AECOM will review the Design-Builder’s Proposal. AECOM anticipates distributing the proposal internally and giving our discipline leads time to review individually. We will hold a virtual meeting to discuss the proposal in its entirety and then discuss the individual disciplines lead priorities. We will review engineering costs and construction costs for reasonableness at this stage of the proposal. Based on this virtual meeting AECOM will prepare a priorities list for the various individual projects.

## **Task 300 – Develop Recommendations on Design-Builder’s Proposal Memo**

Based on the review of the WWE Report and the Design-Builder’s proposal, AECOM will develop a recommendations memo based on our discipline lead experience with similar projects. AECOM expects to comment on the Design-Builders projects, engineering and construction cost estimates and implementation schedules.

AECOM will submit a draft recommendations memo to BDD staff and the BDDB’s Consultant for review. AECOM will hold a virtual meeting with BDD staff and BDDB’s Consultant to discuss the Design-Builders proposal and incorporate the comments and recommendations into the final recommendations memo.

AECOM anticipates submitting the final recommendations memo to the Board for the July 2025 meeting.

## **Task 400 – Project Management**

This task includes a meeting with the BDD Board to discuss AECOM recommendations. John Sikora will be in-person, and the discipline leaders will be remote.

The task includes the work associated with managing the project such as invoicing, accounts receivable, scheduling, etc. AECOM will submit monthly invoicing and status reporting.

## **Schedule**

AECOM anticipates this scope of work for the Initial Tasks will be complete within 10 weeks from receipt of a signed Task Order.

## **Proposed Fee for the Initial Tasks**

AECOM’s cost will be lump sum detailed in the attached table. We have estimated costs of services using a 2.97 multiplier on current labor rates. AECOM will deliver monthly progress reports to the BDDB, including any associated invoices for this task.

## **Subsequent Tasks and Fees**

All subsequent tasks and fees for the same shall be submitted to and approved by the BDD Facilities Manager.