

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** February 14, 2026  
**Subject:** Request for Approval of Amendment No. 1 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM (RFP No. 25098)

## SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Professional Services Agreement (Agreement) with CDM Smith Inc. of Albuquerque, NM, for on-call engineering services (RFP No. 25098).

The Amendment introduces Task 5 – Funding Support for the Caja del Rio Landfill Water Main. This task will support the Agency in securing funding for the proposed 8-inch water line that connects the Caja del Rio Landfill to the Santa Fe County water distribution system along Wildlife Way, the landfill's entrance road. The Agency's eligible funding options encompass a wide array of 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).

The task will include essential technical materials—such as preliminary cost estimates at the 10% design stage, schedules, figures, and narrative descriptions—to support the development of a selected funding application and facilitate early design coordination.

The Amendment extends the term of the Agreement through June 17, 2027. Pursuant to Article 5 of the Agreement, the Agreement may be renewed annually upon approval by the Board, for a total term not to exceed four years.

The Amendment increases compensation by \$42,908, for a total not to exceed \$233,599. Funding is available in 8100851.510320 (Engineering Services) through a budget increase from 810.100700 (Operating Cash Fund Balance).

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

## BACKGROUND

On June 18, 2025, the Board approved an Agreement with CDM Smith for on-call engineering services for the Agency for \$190,691 (RFP No. 25098).

The Scope of Services in the Agreement includes these tasks for Year 1:

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

### **ACTION REQUESTED**

The Agency requests Board approval of Amendment No. 1 to the Agreement with CDM Smith for on-call engineering services associated with Task 5.

The Agency requests to extend the term of the Agreement through June 18, 2027.

The Agency requests Board approval to increase the compensation by \$42,908 for a total amount not to exceed \$233,599.

The Agency also requests approval of a budget increase to 8100851.510320 (Engineering Services) from 810.100700 (Operating Cash Fund Balance) in the amount of \$42,908.

Attachments:

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

**ATTACHMENT 1**

**Budget Adjustment Request**



**ATTACHMENT 2**

**Amendment No. 1 to the Agreement with CDM Smith**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
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@sfswwa.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:**

\_\_\_\_\_  
Chairperson, Joint Powers Board

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

**CONTRACTOR:**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

\_\_\_\_\_  
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)



Mr. Randall Kippenbrock  
February 12, 2026  
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## 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 potentially fund at least half of construction through grants or low interest loans, 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.
-



Mr. Randall Kippenbrock  
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## 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

Tasks	Hours														Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT* (6.875%)	TOTAL
	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				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$		\$	\$				
<b>Task 1 Project Management</b>	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	
<b>Task 2 Funding Support</b>	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	
<b>TOTAL</b>	<b>36</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>38</b>	<b>76</b>	<b>12</b>	<b>18</b>	<b>18</b>	<b>1</b>	<b>12</b>	<b>243</b>	<b>\$40,148</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$40,148</b>	<b>\$2,760</b>	<b>\$42,908</b>	

\*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	Gayoso	Stalnaker	Shashank	Shruthi	Guemez	Knight
\$246.00	\$290.00	\$155.00	\$125.00	\$166.00	\$192.00	\$145.00	\$155.00	\$100.00	\$100.00	\$332.00	\$108.00

ODC Multiplier
0%

Sub Multiplier
10%



ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2026

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

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<b><u>TECHNICAL/PROFESSIONAL SERVICES</u></b>	
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
<b><u>PROFESSIONAL SUPPORT SERVICES</u></b>	
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**

**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.



Mr. Randall Kippenbrock, P.E.  
June 11, 2025  
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### **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.



Mr. Randall Kippenbrock, P.E.  
 June 11, 2025  
 Page 3

- 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 1.3

**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**.



Mr. Randall Kippenbrock, P.E.  
June 11, 2025  
Page 4

### 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,

A handwritten signature in blue ink, appearing to read "Aaron Weisfenning".

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

A handwritten signature in blue ink, appearing to read "Dacia Tucholke".

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

#### Attachments:

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

**ATTACHMENT A**  
Cost Estimate

**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	Total
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		\$	\$					\$	\$	\$	\$
<b>Task 1.0</b>																<b>412</b>	<b>\$64,679</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$64,679</b>	<b>\$4,447</b>	<b>\$69,126</b>			
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							88	\$15,260	\$0	\$0	\$0	\$15,260	\$1,049	\$16,309			
<b>TOTAL</b>	<b>1</b>	<b>22</b>	<b>36</b>	<b>12</b>	<b>30</b>	<b>16</b>	<b>46</b>	<b>48</b>	<b>135</b>	<b>31</b>	<b>4</b>	<b>6</b>	<b>4</b>	<b>20</b>	<b>1</b>	<b>412</b>	<b>\$64,679</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$64,679</b>	<b>\$4,447</b>	<b>\$69,126</b>			

\*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	Tucholka	Gabel	Velardocchia	Weispenning	Applegate	Arnett (Hool)	York	Case	Olarinmoye	Diger	Shruthi	Scott	Bokede	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



**ATTACHMENT B**

**CDM Smith Schedule of Hourly Billing Rates 2025-2026**

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

<b>CATEGORIES</b>	<b>HOURLY RATES</b>
<b><u>TECHNICAL/PROFESSIONAL SERVICES</u></b>	
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
<b><u>PROFESSIONAL SUPPORT SERVICES</u></b>	
PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$106
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. Subcontractor Costs will be multiplied by a factor of 1.1.*

*3. Rates will be updated annually.*

**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 11<sup>th</sup>, 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, Bohannon 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



Mr. Randall Kippenbrock, P.E.  
June 11<sup>th</sup>, 2025  
Page 2

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



Mr. Randall Kippenbrock, P.E.  
June 11<sup>th</sup>, 2025  
Page 3

## 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 BHL 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,

A handwritten signature in blue ink, appearing to read 'Dacia Tucholke'. The signature is written in a cursive style and is positioned above the printed name.

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

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



**ATTACHMENT A**  
Cost Estimate

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

Tasks	Hours											Other		Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
	Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Int Design/ Drafter	Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals	Direct	Costs	Name	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	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
<b>TOTAL</b>	<b>1</b>	<b>16</b>	<b>2</b>	<b>20</b>	<b>8</b>	<b>20</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>6</b>	<b>85</b>	<b>\$14,921</b>	<b>\$0</b>		<b>\$12,250</b>	<b>\$1,225</b>	<b>\$28,396</b>	<b>\$2,165</b>	<b>\$30,561</b>

**Labor Rates**

Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Int Design/ Drafter	Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Chiff	Tuchoke	Gebel	Welspenning	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



**ATTACHMENT B**

**CDM Smith Schedule of Hourly Billing Rates 2025-2026**

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

<b>CATEGORIES</b>	<b>HOURLY RATES</b>
<b><u>TECHNICAL/PROFESSIONAL SERVICES</u></b>	
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
<b><u>PROFESSIONAL SUPPORT SERVICES</u></b>	
PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$106
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. Subcontractor Costs will be multiplied by a factor of 1.1.*
- 3. Rates will be updated annually.*

### **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



Mr. Randall Kippenbrock, P.E.  
June 11, 2024  
Page 2

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



Mr. Randall Kippenbrock, P.E.  
June 11, 2024  
Page 3

### 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

**ATTACHMENT A**  
Cost Estimate

**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* (6.875%)	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
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Hours	\$					\$	\$
<b>Task 3.0</b>													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	
<b>TOTAL</b>	<b>1</b>	<b>30</b>	<b>32</b>	<b>8</b>	<b>58</b>	<b>56</b>	<b>110</b>	<b>4</b>	<b>10</b>	<b>2</b>	<b>16</b>	<b>1</b>	<b>328</b>	<b>\$55,548</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$55,548</b>	<b>\$3,819</b>	<b>\$59,367</b>	

\*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	Welspfenning	Arnett (Hool)	Case	Dilger	Shruthi	Scott	Bakade	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

<b>ODC Multiplier</b>
0%

<b>Sub Multiplier</b>
10%

**ATTACHMENT B**  
CDM Smith Schedule of Hourly Billing Rates 2025-2026



**ATTACHMENT B**

**CDM Smith Schedule of Hourly Billing Rates 2025-2026**

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

<b>CATEGORIES</b>	<b>HOURLY RATES</b>
<b><u>TECHNICAL/PROFESSIONAL SERVICES</u></b>	
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
<b><u>PROFESSIONAL SUPPORT SERVICES</u></b>	
PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$106
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. Subcontractor Costs will be multiplied by a factor of 1.1.
3. Rates will be updated annually.

## **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:



Mr. Randall Kippenbrock, P.E.  
June 11, 2024  
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- 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 NMGR. 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**.



Mr. Randall Kippenbrock, P.E.  
June 11, 2024  
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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,

A handwritten signature in blue ink, appearing to read "Aaron Weispfenning".

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

A handwritten signature in blue ink, appearing to read "Dacia Tucholke".

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

**Attachments:**

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

**ATTACHMENT A**  
Cost Estimate

**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	Total	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		\$	\$					\$	\$	\$
<b>Task 3.0</b>														<b>178</b>	<b>\$29,602</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$29,602</b>	<b>\$2,035</b>	<b>\$31,637</b>	
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	
<b>TOTAL</b>	<b>1</b>	<b>20</b>	<b>12</b>	<b>4</b>	<b>28</b>	<b>40</b>	<b>50</b>	<b>0</b>	<b>10</b>	<b>2</b>	<b>10</b>	<b>1</b>		<b>178</b>	<b>\$29,602</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$29,602</b>	<b>\$2,035</b>	<b>\$31,637</b>	

\*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	Velardoccla	Welspfenning	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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