

GSD CONTRACTS REVIEW BUREAU
 Joseph Montoya Building, Rm 2016
 Santa Fe, NM 87505

PROFESSIONAL SERVICES CONTRACT BRIEF
 CRB, Revised 02/20
 (CONTRACT BRIEF MUST BE TYPED)

2 1
 FY

6 6 7
 Agency Code

1 2 1 0
 Organization Code

0 0 0 0 2
 Contract No.

0 0
 Amend. No.

Contractor Name: Daniel B Stephens & Associates, Inc.
 Contractor Address: 6020 Academy Rd NE, Ste. 100, Albuquerque, NM 87109 Phone: 505-822-9400

Agency Contact: Joseph Lovato Phone: 505-476-3718

Single-Year Contract: \$ _____ Total Contract Amount	Appropriation Period: FY21-FY25	Contract or Amendment Amount:
Multi-Year Contract: \$ 1,116,000.00 Total Contract Amount		General Fund 1,116,000.00
		Other State Funds _____
		Federal Funds _____
		Total \$1,116,000.00

Contract Term: From: _____ / _____ / _____ To: _____ / _____ / _____
 (GSD Approval date to be filled in by Contracts Review Bureau) (Termination Date)

Retroactive: Y/N N
 Non-profit: Y/N N
 Date: _____ / _____ / _____

Operational Budget Capital Outlay

BRIEF DESCRIPTION OF SERVICES AND/OR REASON FOR AMENDMENT:

Professional Services contract for ongoing litigation and protection planning related to the release of per-andpoly-fluorinated alkyl substances (PFAS) at Canon Airforce Base and Holloman Air Force Base

PROCUREMENT PROCEDURE-Check with X the applicable citation

- _____ Section 13-1-125 NMSA 1978, small purchase contract (does not exceed \$60,000 excluding gross receipts tax).
- _____ Section 13-1-120 NMSA 1978, competitive proposal for architect/engineer/landscape/architect/surveyor.
- X Section 13-1-111 NMSA 1978, competitive sealed proposal (contract over \$60,000).
- _____ Section 13-1-129 NMSA 1978, contract is based upon Price Agreement #
- _____ Section 13-1-129 NMSA 1978, contract is based upon GSA (please provide all required information)
- _____ Section 13-1-126 NMSA 1978, sole source procurement (requires written determination and GSD approval).
- _____ Section 13-1-127 NMSA 1978, emergency procurement.

REQUIREMENTS-Enter Y (yes) to verify the following mandatory requirements:

- Y The agency certifies to GSD that all relevant requirements of the Procurement Code have been followed.
- Y The agency certifies to GSD that the contractor will perform at all times as an independent contractor for the purpose of IRS tax compliance and is not performing services as an employee of the agency.
- Y The agency certifies to GSD that the agency has performed a legal review and the contract is in compliance with all federal and state laws, rules and regulations.

OTHER REQUIREMENTS-Enter Y (yes), N (no) or N/A (not applicable) to each of the following:

- N/A The agency certifies to GSD that Performance Measures have been outlined as required (attach valid section of strategic plan).
- Y The agency certifies to GSD that the contract complies with GSD rules regarding indemnification and insurance.
- Y The agency certifies to GSD that the requirements of the Governmental Conduct Act, Section 10-16-1 NMSA 1978 regarding conflict of interest with public officers or state employees have been followed. The agency certifies to GSD that the Attorney General's review has been obtained because: _____
- N/A The agency certifies to GSD that any required performance bonds have been obtained, Section 13-1-148 NMSA 1978

Deputy Cabinet Secretary
 Jennifer Pruitt Contract with former state employee Contract with present state employee 1/4/2021

Cabinet Secretary, Agency Head or Designee Title Date

GSD USE ONLY				
Category	<input type="text"/>	Date Received CRB	<input type="text"/>	Comments:
Status	<input type="text"/>	Date Approved CRB	<input type="text"/>	
Amendment Type	<input type="text"/>	Staff	<input type="text"/>	
Amendment Type	<input type="text"/>	PURCHASE DOCUMENT		
Number	Amount	Date to FCD	Date from FCD	

New Mexico General Services Department
State Purchasing Division

AGENCY CERTIFICATION FORM

New Mexico Environment Department hereby certifies the following in regard to the attached contractual

Agency Name

agreement between the Agency and Daniel B. Stephens & Associates Inc :

Name of Contractor

- 1) This contractor IS/IS NOT a former state employee. (See note below)
- 2) This contractor IS/IS NOT a current state employee or a legislator or the family member of a current state employee or legislator, or a business in which a current state employee or legislator or family member of the current state employee or legislator has an interest of greater than 20%. (See note below)

NOTE: Former employee requires a Former Employee Affidavit (found on CRB website), PERA letter if contractor retired from State of New Mexico and an AG's letter if contractor separated/retired within the last five years to the date of signed contract. No contract may be awarded to a current state employee or legislator, or to a family member of a current state employee or legislator, or to a business in which any of these persons has an interest greater than 20% unless such contract is awarded pursuant to the Procurement Code, except such persons or businesses cannot be awarded a contract through a sole source or small purchase. (See Section 10-16-1 through 10-16-18 NMSA 1978 for further information.)

3) This Contractor is a (check one): FOR PROFIT VENDOR X
NOT FOR PROFIT VENDOR

4) This PSA DOES COMPLY with the Governor's Guidelines for Contract Review and Re-Evaluation and IS an essential contract for the Agency.

DocuSigned by:
Jennifer Pruitt 1/4/2021
72E708427E0C440... _____
Signature of Agency Representative** Date

I certify that the information stated in paragraphs 1-3 is true.

DocuSigned by:
James D. Kelsey 1/4/2021
4AEACA4E15044A3... _____
Signature of Contractor Date

****Must be a DFA authorized signature**

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, *et seq.*, NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a

sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Note: A prospective contractor shall make **separate** disclosures of all campaign contributions given by (1) the prospective contractor, or (2) a family member or (3) representative of the prospective contractor, or shall complete the non-disclosure statement, as applicable.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:			
Relation to Prospective Contractor:			
Name of Applicable Public Official:		Governor _____	
Contribution(s) Date(s)	Contribution Amount(s):	Nature of Contribution(s):	Purpose of Contribution(s):
	\$		
	\$		
	\$		
	\$		
	\$		

(Attach extra pages if necessary)

Signature: _____

Date: _____

Title/Position: _____

--OR--

X **NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

DocuSigned by:
Signature: James A. Kelsey
4AEACA4F15044A3...

Date: 1/4/2021

Title/Position: President

Contract No. 21 667 1210 0002
RFP No. 21 667 1210 0001

STATE OF NEW MEXICO

NEW MEXICO ENVIRONEMNT DEPARTMENT
PROFESSIONAL SERVICES CONTRACT # 21 667 1210 0002

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **New Mexico Environment Department**, hereinafter referred to as the “Agency,” and **Daniel B. Stephens & Associates, Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the General Services Department/State Purchasing Division (GSD/SPD Contracts Review Bureau).

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work:

Consistent with available state funding for this project, the State of New Mexico through the Agency issues this contract based on the Request for Proposal for ongoing litigation and protection planning related to the release of per- and poly-fluorinated alkyl substances (PFAS) at Cannon Air Force Base (Cannon), located near the city of Clovis in Curry County, and Holloman Air Force Base (Holloman), located near the city of Alamogordo in Otero County, (collectively the Bases).

The Contractor shall perform services consistent with the additional scope of work requirements which are hereby incorporated and made part of this Agreement as Attachments A., B. and C.

The PFAS groundwater contamination plumes at Cannon and Holloman are likely miles in length, with maximum concentrations greatly exceeding advisory health limit recommendations established by EPA (Figures 1, 2a, and 2b). Given the potential magnitude of these groundwater plumes, the contractor shall conduct an efficient and technically defensible data-driven investigation that will make progress on high-priority objectives. Substantial data and information on groundwater levels and aquifer hydraulic parameters already exist at both sites. While the investigation will generate additional water-level and other hydraulic information that can supplement the existing body of knowledge, the main focus of the investigation shall be on water quality and PFAS contamination, including empirically derived rates of movements of contaminants. The contractor shall propose a detailed Work Plan to make progress on the following objectives:

1. Provide better definition of existing groundwater plume geometry and predictions of future plume migration and surface water contamination and conveyance, including empirically derived rates of movements of contaminants.
2. Identify and sample all participating public and private water supply wells that have had PFAS detections or are at potential risk of current or future PFAS contamination.
3. Establish regular groundwater monitoring programs.
4. Investigate the extent to which resident and migratory waterfowl at the Lake Holloman Wetlands Complex are contaminated with, or otherwise adversely affected by, PFAS.

Activities that the contractor may perform to achieve project objectives include, but are not necessarily limited to, the following:

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- Review relevant hydrogeologic reports and maps, and water-quality data available from the U.S. Geological Survey, N.M. Bureau of Geology, N.M. State Engineer, N.M. Environment Department, publicly available consultant reports, from public water supply system, and from municipal and county agencies.
- Sample existing public and private water supply wells.
- Drill monitoring wells, collect and analyze groundwater and subsurface soil samples to fill critical data gaps.
- Perform aquifer performance testing.
- Perform groundwater-contaminant modeling including empirically derived rates of movements of contaminants.
- Observe and possibly collect samples of waterfowl and surface water.

Objective 1 – Provide better definition of existing plume geometry and predictions of future plume migration.

The contractor's work plan shall include a combination of sampling existing wells, drilling monitoring wells, and performing numerical modeling, all designed to provide better plume definition, including PFAS vertical distributions, and prediction of future plume migration direction and rate.

Sampling existing water-supply wells serves the dual purposes of providing information on the areal extent of contamination, as well as identifying wells that are contaminated (Objective 2 below). Utilizing water quality data from existing supply wells to define groundwater contamination plumes is not ideal, but is done when plumes cover square miles of area. In the case of the estimated 3-mile long off-site Cannon plume, it will be necessary to use water-quality data from supply wells to help define the plume. Decades of water-level decline due to groundwater depletion has significantly decreased the saturated thickness of the Ogallala aquifer. This decrease thus decreases the level of certainty of where samples from existing wells are drawn from. PFAS concentrations in a monitoring well sampled in the Cannon fire training area are very similar to PFAS concentrations in a nearby irrigation well that is outside the base boundary.

The contractor shall propose to drill monitoring wells to fill critical off-site data gaps in both the Cannon and Holloman plumes with priority given to defining distal plume conditions. Anticipated high-priority locations for monitoring wells include the areas with question marks shown in Figure 1 and Figure 2b. Well drilling and subsurface soil sampling shall proceed with a carefully planned, phased, and data-driven process. Each phase of drilling informs subsequent phases of the investigations conducted on the Bases and surrounding areas. The contractor shall submit for NMED approval a Phase 1 well drilling work plan that includes well locations, drilling, construction, and completion plans, sediment and groundwater sampling, and water-level measurement methods. NMED shall be responsible for negotiating well-drilling access agreements with third party landowners. As directed by NMED, the contractor shall submit drilling work plans for subsequent phases.

The contractor may propose, subject to NMED approval, to conduct one or more aquifer performance tests as necessary to define hydraulic properties, capture zones, and other parameters used as input to modeling simulations quantifying groundwater flow and contaminant transport.

To the extent authorized by NMED, the contractor shall utilize available modeling efforts. The contractor shall construct groundwater models that predict the migration and fate of PFAS

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contamination at each Base, including estimation of capture zones and particle tracking for public and private water supply wells under typical pumping conditions.

Objective 2 – Identify and sample all participating public and private water supply wells that have had PFAS detections or are at potential risk of future PFAS contamination.

The contractor shall resample all existing water-supply wells that have previously shown PFAS detections, including the EPCOR wells located east of Cannon, and private water supply wells located north, northeast, east and southeast of Holloman. Using available hydrogeologic information, the contractor shall identify, subject to NMED approval, and sample additional water-supply wells that may be at risk of contamination. NMED will be responsible for securing access permission and providing well owners with copies of analytical test results.

Objective 3 – Establish regular groundwater monitoring programs.

The contractor shall propose, subject to NMED approval, a network of wells to be used for regular groundwater monitoring at each site. The networks may consist of a combination of water supply and monitoring wells that will provide useful information on plume migration and fluctuation of contaminant levels. The contractor also shall propose, subject to NMED approval, a means of tracking water level monitoring conducted by other agencies as this information is relevant to monitoring PFAS contamination. Upon NMED approval, the contractor shall implement the groundwater monitoring programs as resources allow. Field parameters, consisting of temperature, pH, specific conductance, turbidity, and dissolved oxygen, shall be measured at all surface water and groundwater stations during sampling using flow-through cells whenever possible.

Objective 4 – Investigate the extent to which resident and migratory waterfowl at the Lake Holloman Wetlands Complex are contaminated with, or otherwise adversely affected by, PFAS.

Public concerns have been raised regarding the safety of hunting and eating waterfowl that are exposed to the extraordinarily high PFAS concentrations in the Lake Holloman Wetlands Complex. Additionally, there are reports that PFAS may remove the oil that birds secrete, that waterproofs their feathers, thereby making them vulnerable to getting wet and suffering from hypothermia during cold weather. The contractor shall propose and undertake activities to investigate these waterfowl issues.

Laboratory Analyses

Analysis of PFAS in aqueous and solid samples requires a precise and accurate analytical method and strict Quality Assurance/ Quality Control (QA/QC) to provide technically defensible data and information for conducting robust scientific and regulatory investigations. The Department of Defense (DoD) Environmental Data Quality Workgroup (EDQW) and the Department of Energy (DOE) Consolidated Audit Program (DOECAP) Data Quality Workgroup (DOE-DQW) participants developed the DoD/DOE Quality Systems Manual (QSM), version 5.3, for Environmental Laboratories. The DoD/DOE QSM provides baseline requirements for establishing and managing of quality systems for laboratories performing analytical testing services, including PFAS, cations, anions, metals, radionuclides, and organic chemicals for the DoD and the DOE. **Analytical laboratories used as part of this contract based on the RFP must be DoD/DOE certified to perform PFAS analysis of environmental samples (aqueous and solids).**

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PFAS Analyses – Unless otherwise directed by NMED, PFAS samples shall be analyzed using EPA test methods 537, 537.1, and 533 using isotope dilution, strictly adhering to DOE/DoD Quality System Manual (QSM), Version 5.3 (2019) including Table B-15.

Isotope dilution is a quantitation technique that considers sample matrix effects on each individual PFAS quantitation in the most precise manner possible. This technique quantifies analytes of interest against the isotopically labeled analogs of the analytes, which are added to the sample prior to and after sample preparation. Addition prior to preparation helps account for loss of analyte during the preparation process, while addition after preparation to an aliquot of the sample extract accounts for the bias associated with the instrumentation. Methods using isotope dilution should include isotope recovery for each sample and analyte in data reports. Isotope analog recoveries should be reported, and minimum/maximum isotope recoveries may be required by specific analytical procedures. Low isotope recovery may indicate that quantitation was inadequate; the data are then reported as estimated values.

Level four quality assurance/quality control shall be adhered to with all aspects of PFAS sampling on environmental media. Quality assurance/quality control samples for liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS) analysis for PFAS include field reagent blanks, equipment blanks, matrix spike samples, matrix spike duplicate samples, laboratory control samples, laboratory control sample duplicates, and method blanks. The DoD/DOE-certified analytical laboratory qualified to perform PFAS analysis on aqueous and solid samples shall be capable of performing total oxidizable precursor (TOP) assay on select samples upon NMED's request.

The contractor shall submit all PFAS water, sediment, and biological samples directly to NMED's PFAS contract laboratory, and upon billing NMED shall remit payment for all such samples directly to the laboratory. In the event that NMED does not have a PFAS laboratory contract in effect at the time of any sampling event, the contractor shall subcontract for PFAS analyses.

General Chemistry Analyses – The first regularly scheduled sample from each designated PFAS monitoring station also shall be analyzed for dissolved major anions and cations, dissolved metals, total organic carbon, Total Kjeldahl nitrogen, and dissolved nitrate-nitrite. The contractor shall submit inorganic samples directly to the N.M. Department of Health, Scientific Laboratory Division (SLD) using laboratory forms and user codes provided by NMED. Samples shall be submitted to SLD with non-billable NMED user codes, and there will be no invoicing or payment required.

Figure 1. PFAS Detections in Groundwater on and in the Vicinity of Cannon Air Force Base.

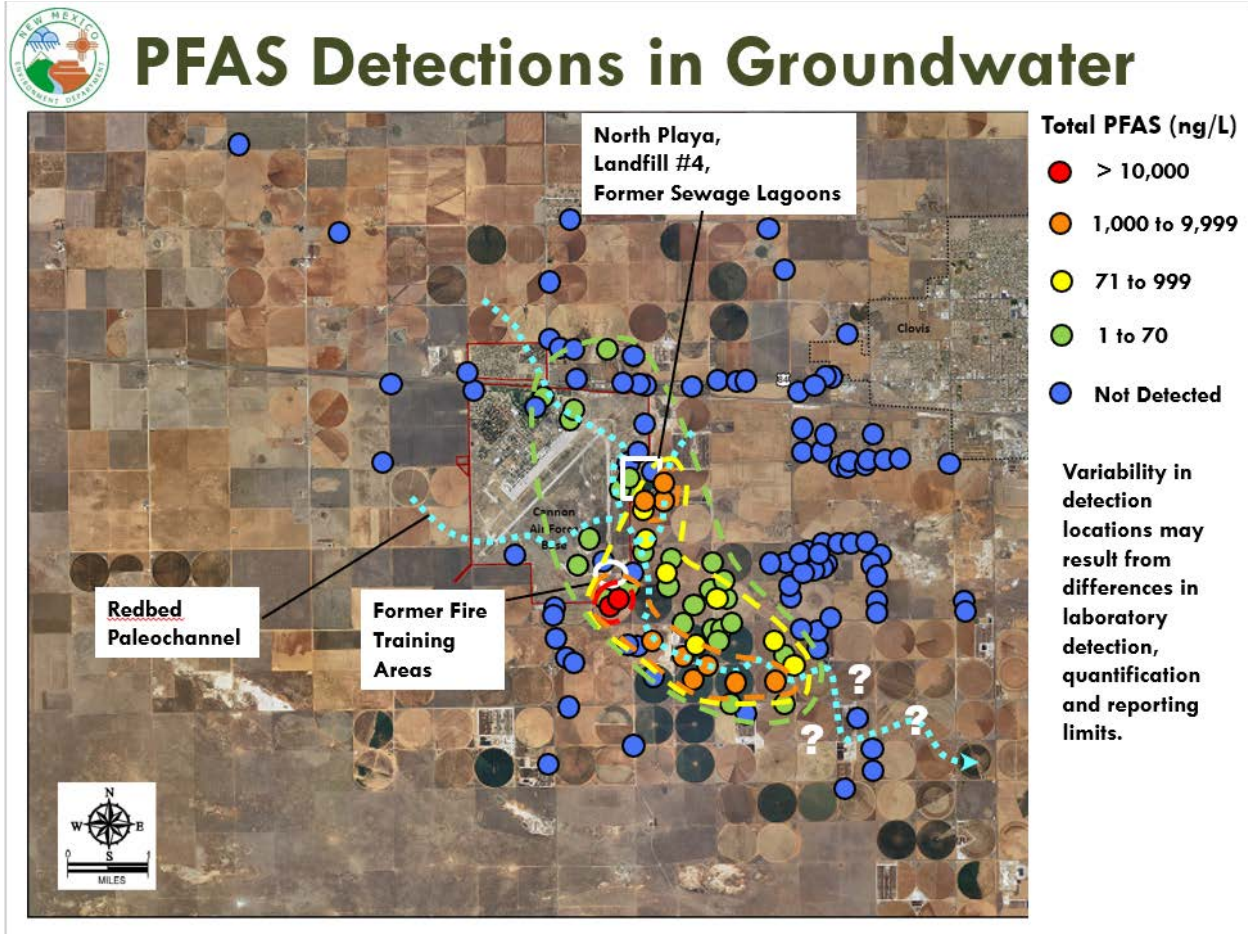


Figure 2a. PFAS Detections in Groundwater and Surface Water on Holloman Air Force Base.

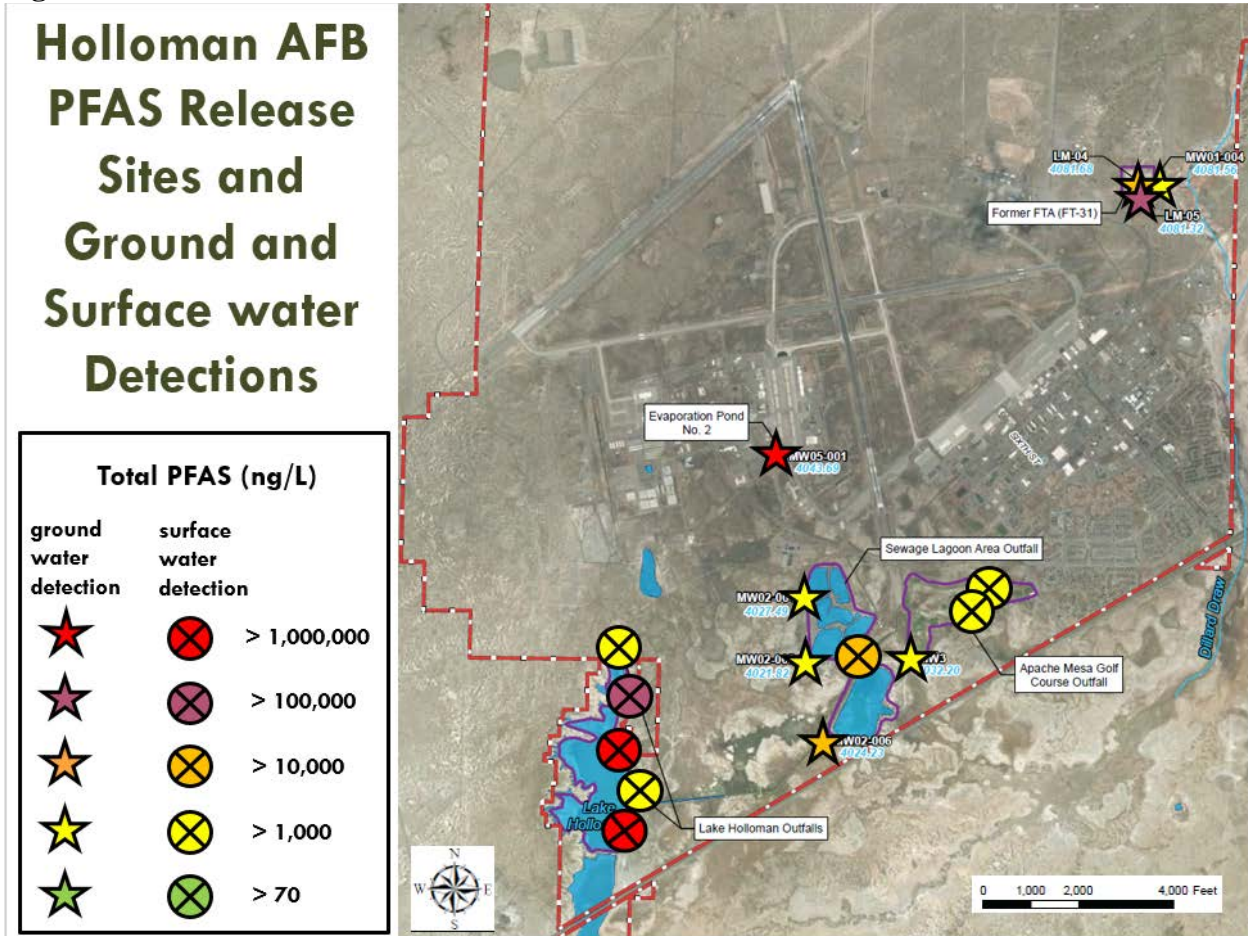
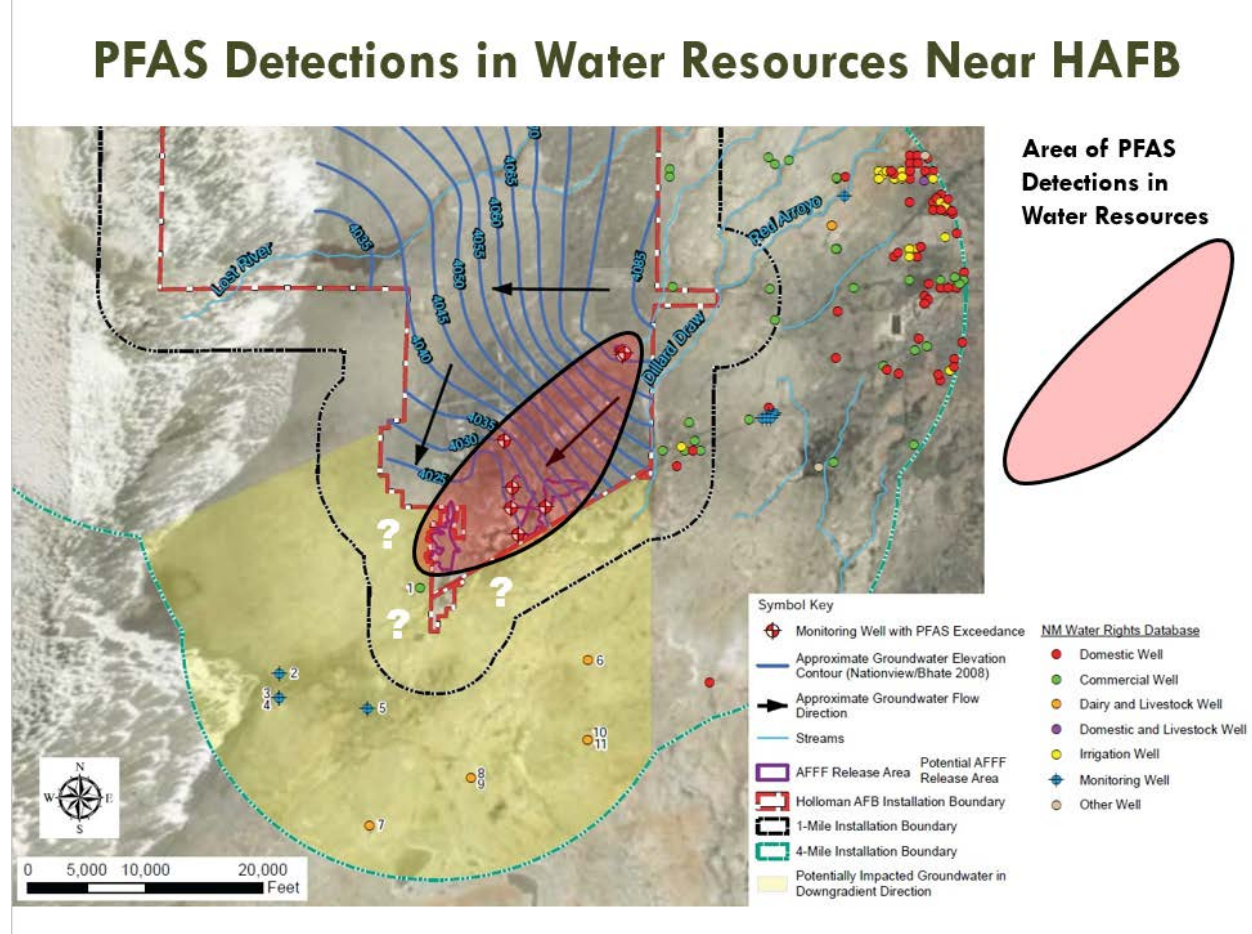


Figure 2b. Area of PFAS Detections in Water Resources on Holloman Air Force Base.

ANTICIPATED ORDER OF EVENTS

- A. Anticipated Notice to Proceed
- B. NMED submits site-specific statements of groundwater monitoring work to contractor, holds meeting to discuss work
- C. **Phase 1:** Contractor submits detailed Work Plan to include a full description of the anticipated work, including outline of literature review strategy, existing well sampling schedules, initiation of modeling simulations, and monitoring well installation work, Quality Assurance Project Plan (QAPP), Health and Safety Plan (HASP) and a cost-not-to exceed proposal to NMED within 30 days of meeting, unless otherwise specified by Agency.
- D. NMED approves or requests a revision of the detailed Work Plan. Once NMED approves the Work Plan, NMED issues work order, with locations and access agreements of Phase 1 wells to be drilled, for Contractor to begin work within 30 days of approval
- E. Contractor completes literature and information review.
- F. Contractor samples existing water supply wells known to be contaminated or at risk of contamination.
- G. Contractor will complete Phase 1 monitoring well installation, including construction and development. (Regular sampling commences upon development of each well).
- H. Phase 1 Progress Report due from Contractor will include results of literature review, water supply well testing, Phase 1 monitoring well installation and sampling results, and proposed Phase 2 modeling and monitoring well installation in a detailed Work Plan with a full description of work including suggested well locations, schedules, QAPPs, HASPs and a cost-not-to exceed proposal to be approved by NMED.

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- I. Phase 2: NMED approves or requests a revision of the Phase 1 Progress Report and Phase 2 detailed Work Plan. Once NMED approves the Work Plan, NMED issues work order, with locations and access agreements of Phase 2 wells to be installed, for Contractor to begin work within 30 days of NMED approval, unless otherwise specified by Agency.
- J. Contractor will install monitor wells, including construction and development. (Regular sampling commences upon development of each well.)
- K. Phase 2 Progress Report due from Contractor will include water supply well testing if any, Phase 2 monitoring well installation and sampling results, and proposed Phase 3 modeling and monitoring well installation in a detailed Work Plan with a full description of work including suggested well locations, schedules, QAPPs, HASPs and a cost-not-to exceed proposal to be approved by NMED
- L. Phase 3 (if needed): NMED approves or requests a revision of the Phase 2 Progress Report and Phase 3 (if needed) detailed Work Plan. Once NMED approves the Work Plan, NMED issues work order, with locations and access agreements of Phase 3 wells to be installed, for Contractor to begin work within 30 days of NMED approval, unless otherwise specified by Agency.
- M. Contractor will install monitor wells, including construction and development. (Regular sampling commences upon development of each well.)
- N. Phase 3 (if needed) Progress Report due from Contractor will include water supply well testing if any, Phase 3 monitoring well installation and sampling results, and proposed Phase 4 (if needed) modeling and monitoring well installation in a detailed Work Plan with a full description of work including suggested well locations, schedules, QAPPs, HASPs and a cost-not-to exceed proposal to be approved by NMED.
- O. Phase 4 (if needed): NMED approves or requests a revision of the Phase 3 Progress Report and Phase 4 (if needed) detailed Work Plan. Once NMED approves the Work Plan, NMED issues work order, with locations and access agreements of Phase 4 wells to be installed, for Contractor to begin work within 30 days of NMED approval, unless otherwise specified by Agency.
- P. Contractor will install monitor wells, including construction and development. (Regular sampling commences upon development of each well.)
- Q. Phase 4 (if needed) Progress Report due from Contractor will include water supply well testing if any, Phase 4 monitoring well installation and sampling results.
- R. NMED approves or requests a revision for approval of the final stand-alone Groundwater Investigation Final Report for all phases.
- S. Waterfowl Investigation: Concurrent to the groundwater investigation above, NMED submits site-specific statements of waterfowl investigation work to contractor, holds meeting to discuss work.
- T. Contractor submits detailed Work Plan including outline of literature review strategy, collection of specimens, analysis of the samples, ecological risk assessment and anticipated additional work, schedules, QAPPs, HASPs to NMED and a cost-not-to exceed proposal within 30 days of meeting, unless otherwise specified by Agency.
- U. NMED approves or requests a revision of the detailed Work Plan. Once NMED approves the Work Plan, NMED issues work order, with locations and access agreements for waterfowl investigation work, to Contractor for commencement of investigation within 30 days of NMED approval, unless otherwise specified by Agency.
- V. Contractor will complete the waterfowl investigation.
- W. Waterfowl investigation Progress Report due from Contractor will include results of the literature review, specimen collection and analysis details, ecological risk assessment results.
- X. NMED approves or requests a revision for approval of the Waterfowl Investigation Final Report.

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2. Compensation.

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon work orders issued at the rates set forth in attachment B, Contractor Rate Schedule, such compensation not to exceed **one million one hundred sixteen dollars and no cents (\$1,116,000.00)**, including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,116,000.00). This amount 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 the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE GSD/SPD Contracts Review Bureau. This Agreement shall terminate four years (4) from the date of signature by the GSD/SPD Contracts Review Bureau unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

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

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material

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breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency does not, within the thirty (30) day notice period, notify the 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 the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the 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. The 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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the 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.

6. Status of Contractor.

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

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7. Assignment.

The 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 Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. 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 Procuring Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The 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. The 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

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3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency 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 12 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 12 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. 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 Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the 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 to agree to the reduced funding.

14. 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. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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15. Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 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.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the 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 to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. 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, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The 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 Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

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21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. 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.

23. 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.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency:
Stephanie Stringer, RPD Director
New Mexico Environment Department
P.O. Box 5469
Santa Fe, NM 87502
Stephanie.Stringer@state.nm.us

To the Contractor:
James A. Kelsey, President
Daniel B. Stevens & Associates, Inc.
6020 Academy Road NE, Suite 100
Albuquerque, NM 87109
Phone: 505-822-9400
jkelsey@geo-logic.com

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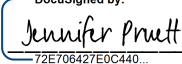
RFP No. 21 667 1210 0001

25. 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 into a binding contract.

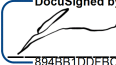
Contract No. 21 667 1210 0002
RFP No. 21 667 1210 0001

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the GSD/SPD Contracts Review Bureau below.

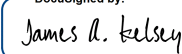
By:  _____ Date: 1/4/2021
DocuSigned by:
72E706427E0C440...
James Kenney, Cabinet Secretary Jennifer J. Pruet, Deputy Cabinet Secretary
New Mexico Environment Department Signing electronically for Secretary Kenney

By:  _____ Date: 1/4/2021
DocuSigned by:
1C13A0881AF24A...
Marlene Velasquez, Chief Financial Officer
New Mexico Environment Department

Approved by legal sufficiency:

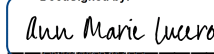
By:  _____ Date: 1/4/2021
DocuSigned by:
894B1DDFBCC475...
Jennifer L. Hower, General Counsel
New Mexico Environment Department

Contractor:

By:  _____ Date: 1/4/2021
DocuSigned by:
4AEACAF15022A3...
James A. Kelsey, President
Daniel B. Stephens & Associates, Inc.

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **02-043602-00-5**

By:  _____ Date: 1/4/2021
DocuSigned by:
ATE2320UAE974AA...
Taxation and Revenue Department

This Agreement has been approved by the GSD/SPD Contracts Review Bureau:

By: _____ Date: _____
GSD/SPD Contracts Review Bureau

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Attachment A**1. Additional Requirements**

A site-specific Quality Assurance Project Plan (QAPP) prepared in conformance with EPA policy and 2 CFR 1500 and 40 CFR 35 is required for EPA-funded site investigations, remedial actions, and projects that include the collection of environmental data. Performance of site investigations and remedial actions will also require the contractor to prepare a site specific Health and Safety Plan (HASP) which complies with 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response" (HAZWOPER) requirements.

Work must be conducted in compliance with the applicable state and/or federal regulations and guidance, including the New Mexico Water Quality Control Commission Regulations, Voluntary Remediation Program Regulations, Agency's Risk Assessment Guidance, Agency's Solid Waste Management Rules, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and the Resource Conservation and Recovery Act (RCRA).

Work Assignment Process

Upon contractor selection and the establishment of contracts as a result of this RFP, not-to-exceed cost estimates must conform to the Rate Schedule negotiated and agreed to by the Department and the contractor as specified in resulting contracts and must identify costs for each task within the technical proposal. Work will not begin until the Agency notifies the contractor that it agrees to the contractor's quoted prices, has secured access to the property, and has approved a work order.

2. Additional Scope of Work Requirements

The contractor shall:

1. Ensure that costs must correspond to rate schedule fees included in Attachment B, and extended or totaled charges must be derived from rates in Attachment B. Cost proposal should include catalog or manufacturer equipment prices showing all costs of equipment expected to be leased long-term to complete the project;
2. Begin work assignments within 30 days of Agency's notice to proceed, unless otherwise specified by Agency;
3. Conduct all aspects of approved work including health and safety, program implementation, project coordination and oversight, and quality assurance/quality control;
4. Assign key personnel from the list specified in Attachment B, unless otherwise approved by the Agency, to accomplish the work task within the agreed upon time estimate;
5. Submit written change orders delineating additional or changed work tasks or costs exceeding the approved technical proposal amounts. All change orders and costs must be approved by the Agency prior to Contractor implementation of work or incurrence of costs;
6. Complete each task and deliverable within the time frame estimates and prior to deadlines, unless a written time extension is granted by the Agency;
7. Proactively communicate with Agency staff on a regular basis to review project status and to identify problems that might arise or that might impact schedule and costs;
8. Track budgets for each task assignment such that cost-not-to exceed amount will not be exceeded over the course of the task, unless a change order is approved by the Agency for a change to the original technical proposal. Submit detailed invoices upon Agency's approval of deliverables according to the rate schedule fees outlined in Attachment B;
9. Monthly or quarterly status reports or other deliverables as required must be approved by the Agency prior to submission of invoice for work progress on each assigned task;
10. Submit one draft version of work plans, reports, design plans, cost analysis, and other appropriate documents or deliverables for Agency review; complete the final document within 30 working days of receipt of Agency's comments, unless otherwise specified by Agency;
11. Attend and participate in meetings with Agency staff and the public, as required by the Agency, to support project-specific activities;

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12. Participate in presentations to the public regarding project-related activities, as required by Agency;
13. Initiate and participate in communication with Agency staff to review project status and to be assigned new work tasks and interim deadlines by Agency;
14. The Contractor shall maintain books, records, documents and other evidence directly pertinent to the performance of EPA-funded work under this contract in accordance with generally accepted accounting principles and practices and in accordance with 40 CFR §§ 35.6700-6710.
15. Records shall be maintained by the Contractor during the performance of EPA-funded work under this Agreement and for at least ten (10) years after the date of final payment by the Agency. In addition, those records which relate to any controversy arising from work performed for to litigation or audit exception relative to such performance shall be maintained by the Contractor for at least ten (10) years after the date of the resolution of such litigation or audit exception or from the termination of this contract. No project records shall be destroyed without written authorization from the Agency.
16. Perform other project-related activities, as specified and approved by the Agency; and
17. The Contractor shall maintain, at its expense during the term of the Agreement, insurance covering the services performed under this contract as outlined in Attachment C.

The Agency will:

1. Provide written work requests or task orders to Contractor in order for Contractor to develop detailed technical proposals, to include approach, schedule, and cost-not-to exceed proposal.
2. Provide written notice to proceed and word order number designated for billing purposes after evaluation and approval of proposed technical proposal;
3. Review and comment on draft submittals (e.g. work plans, reports) made by Contractor within reasonable time frames;
4. Supply available data and file access for completion of assigned tasks; Evaluate selection of subcontractors and provide written approval or denial;
5. Review invoices within 30 calendar days of receipt and advise the Contractor in writing of any deficiencies, disallowable charges, or full acceptance;
6. At its discretion, elect to withhold up to 20 percent of not-to-exceed money budgeted for tasks until final acceptable deliverable is received;
7. Provide coordination and oversight as specified for each work assignment; Provide health and safety equipment for all Agency personnel;
8. Participate in telephone conversations to review project status and to set interim deadlines for the Contractor, as deemed necessary;
9. Arrange for in-house meetings to review the Contractor's recommendations and rationale regarding proposed changes to technical proposals, work plans, design elements, cost- not- to exceed amount, etc., as appropriate; and
10. Require progress reports with budget tracking, interim status submittals, and a final report on an as-needed basis, to be specified by Agency per work assignment.

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Attachment B Contractor Rate Schedule

The Contractor shall be paid for work satisfactorily completed as outlined in Agency approved technical proposals written by the Contractor. The use of any subcontractors must be pre-approved in writing by Agency with the exception of those subcontractors identified below in the Contractor's General Cost Detail form. Preparation of technical proposals is not billable under this contract without advanced written approval by the Agency. Additional costs due to a change in the written technical proposal or task assignment must be approved by the Agency in writing before the additional work commences. Payment for services performed will be initiated upon final acceptance and inspection of the work.

Contractor has provided a list of its personnel and staff levels with associated hourly rates as part of Attachment B to this Agreement. The parties agree that from time to time the Contractor may propose in writing to the Agency changes to its list of personnel and staff levels that would allow the Contractor (i) to add staff to the list in established categories; (ii) to promote listed personnel from one category to another; and (iii) to add personnel categories to the established list of cost categories. Each such proposal shall include copies of the credentials of the personnel or staff affected. Agency will consider each proposal, in whole or in part, in writing within sixty (60) days of receiving the proposal. Contractor shall be obligated to accept Agency's whole or partial approval or disapproval. Any such proposal and Agency's written approval or disapproval will be kept with both parties' records of this Agreement.

The effect of any proposal that is accepted, or the part of any proposal that is accepted, shall be the same as if Attachment B were specifically amended pursuant to the terms of this Agreement. Contractor shall not bill Agency for any personnel or staff levels that are not specifically mentioned in Attachment B or who are not proposed for work on the project by Contractor and approved by Agency as set forth in this paragraph.

Invoices shall be submitted to the Agency on a monthly basis and be itemized to conform to prices and categories shown on the Rate Schedule table included in this Attachment. The Contractor shall submit separate invoices for each project assignment. Invoices submitted to the Agency by Contractor shall:

- Reference the project site name and task name, and list the organization code, project code, task number, and other information as indicated in the notice to proceed;
 - Provide the approved cost-not-to exceed amount for the task, the currently monthly invoice amount, and the balance remaining for all tasks;
 - Itemize hourly rates in the approved labor categories, and list other direct costs relating to equipment rental, subcontracting, etc. as outlined in the Rate Schedule table;
 - Identify the portion(s) of the invoice that are subject to fees and clearly indicate the fee rate attributed to the charge;
 - Identify the portion of the invoice that is subject to New Mexico gross receipts tax;
 - Include copies of subcontractor and rental invoices; and
 - Include Contractor certification as to the accuracy of the invoice submitted.
- Invoices shall be submitted to the attention of the Patrick Longmire, Ph.D., Principal Aqueous Geochemist, Ground Water Quality Bureau, New Mexico Environment Department, Harold Runnels Building, 1190 Saint Francis Drive, Santa Fe, NM 87502.

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Contractor General Cost Detail form

Daniel B. Stephens & Associates, Inc. NMED PFAS Investigation Schedule of Fees

Professional Services

Principal Professional II.....	\$250.00/hour
Principal Professional I.....	\$215.00/hour
Senior Professional II.....	\$183.00/hour
Senior Professional I.....	\$168.00/hour
Project Professional III.....	\$157.00/hour
Project Professional II.....	\$148.00/hour
Project Professional I.....	\$138.00/hour
Staff Professional III.....	\$115.00/hour
Staff Professional II.....	\$110.00/hour
Staff Professional I.....	\$99.00/hour
Technician II.....	\$89.00/hour
Technician I.....	\$79.00/hour
GIS Specialist.....	\$125.00/hour
CADD Specialist.....	\$125.00/hour
CADD/GIS/Database II.....	\$115.00/hour
CADD/GIS/Database I.....	\$99.00/hour
Senior Technical Editor.....	\$125.00/hour
Technical Editor.....	\$99.00/hour
Project Assistant II.....	\$98.00/hour
Project Assistant I.....	\$85.00/hour
Biologist II.....	\$100.00/hour
Biologist I.....	\$90.00/hour

Expenses

Travel

Airfare, car rental, cab, bus, parking.....Actual cost

Lodging, meals, phone..... Actual cost or negotiated per diem rates

Mileage

Personal vehicle Prevailing IRS rates

Company vehicle

Daily rate..... \$90/day + actual gas cost

Half day rate..... \$45/half day + actual gas cost

Mileage..... Prevailing IRS rates

Subcontractors/temporary service personnel Actual cost plus 10%

Computers and communications.....Special services at additional charge

Equipment

Rentals (e.g., environmental monitors)..... Actual cost plus 10%

Fabrication in our shop..... Labor plus materials

Misc. field equipment and supplies..... Actual cost plus 10%

Meters, gauges, and monitors..... Separate schedule available upon request

Category rates will increase 3% per year on the contract award anniversary.

TERMS

Payment terms for professional services and expenses are net 30 days. Unpaid balance will be assessed a service fee of 1.5% per month.

NOTES

1. All fees are subject to local/state sales or gross receipts tax, as applicable.
2. Delivery of depositions or expert testimony will be billed at 1.5 times Fee Schedule rates.
3. Work requiring Health & Safety Level C or Level B protection will be billed as a surcharge, \$25 or \$50 per hour, respectively, to the Fee Schedule rates.
4. A service fee of 3% will be charged for credit card payments.

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DUNS number for DB Stephens & Associates and Subcontractors:

Contractor	DUNS Number	SAM Active
DBS&A	182573196	y
Geo-Logic	798042685	y
Hall Environmental	788453173	y
Acme Environmental	836528315	y
Okun Consulting	079592683	In Progress
Western Tech/Enviro-Drill	612301119	y
EuroFlns Air Toxics	621102995	y
Yellow Jacket	196161116	y
Enthalpy Analytical	867812539	y
Enviro Works	105282771	In Progress
EarthWorx	807015719	y

Attachment C Liability Insurance

The Contractor shall maintain, at its expense during the term of the Agreement, the following insurance covering the services performed under this contract:

1. Worker's compensation insurance-statutory.
2. Professional liability insurance in the minimum amount of \$500,000 per occurrence with a \$1,000,000 aggregate.
3. Comprehensive general liability insurance for property damage in the amount of \$2,000,000 per occurrence (annual), as well as \$1,000,000 for bodily injury, each person, to a maximum of \$2,000,000 each occurrence (annual).
4. Motor vehicle insurance in the minimum amount of \$500,000 for bodily injury to, or death of, one person in any one accident, and subject to said limit for one person. In addition, a limit of \$1,000,000 for bodily injury to, or destruction of property of others in any one accident must be provide