

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND WSP USA, INC.**

THIS AMENDMENT is made and entered into this 30th day of June, 2026, between Santa Fe County (the “County”), and WSP USA, Inc., 4221 Balloon Park Rd., Albuquerque, New Mexico 87109 (the “Contractor”).

WHEREAS, on June 28, 2024, the County and Contractor entered into Agreement No. 2024-0273-PW/DK(the “Agreement”) to provide for the Contractor’s provision of design and construction oversight engineering services for the construction project Los Pinos crossing at Arroyo Hondo; and

WHEREAS, Article 14 (Amendment) of the Agreement allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, Amendment No. 1 extended the term to June 28, 2026; and

WHEREAS, by this Amendment No. 2 the parties agree to amend the Agreement to extend the term for one year to June 28, 2027.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) insert a subparagraph b to read:
 - b. By Amendment No. 2 the term is extended to June 28, 2027.
2. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

6/30/2026

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

6/26/26

Date

CONTRACTOR – WSP USA, Inc.

Chris Naidu

Digitally signed by Chris Naidu
DN: C=US, E=chris.naidu@wsp.com,
O=WSP, OU=NM Water, CN=Chris
Naidu
Date: 2026.06.29 23:20:19-06'00'

Signature

06/29/2026

Date

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY
AND WSP USA, INC.**

This Amendment is made this _____ day of _____ 2025, between **Santa Fe County**, a political subdivision of the state of New Mexico (the “County”), and **WSP USA, Inc.**, 4221 Balloon Park Rd., Albuquerque, New Mexico 87109 (the “Contractor”)

WHEREAS, on June 28, 2024, the County and Contractor entered into Agreement No. 2024-0273-PW/DK (the “Agreement”) to provide for the Contractor’s provision of design and construction oversight engineering services for the construction project Los Pinos crossing at Arroyo Hondo; and

WHEREAS, Article 14 of the Agreement allows the parties to amend the Agreement by a written amendment signed by the parties; and

WHEREAS, by this Amendment No. 1 the parties agree to amend the Agreement to extend the term to June 28, 2026.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 4 (Effective Date and Term) insert a subparagraph a to read:
 - a. By Amendment No. 1 the term is extended to June 28, 2026.
2. All other provisions of the Agreement not specifically amended or modified by this Amendment No.1 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

5/16/2025
Date: _____

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

Date: May 9, 2025

CONTRACTOR – WSP USA, Inc.:

A handwritten signature in black ink, appearing to be "D. L. Jones", is written above a horizontal line.

Date: 5/15/25



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL INVOICES
AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN
DUPLICATE

PAGE: 1
P.O. NO.: 250423
DATE: 07/22/2024
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: WSP USA INC
2440 LOUISIANA BLVD NE
ALBUQUERQUE, NM 87110

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES						
25658		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.						
DELIVERY BY		SHIP VIA		F.O.B.		TERMS		
06/30/2025						NET 30		
CONFIRM BY			CONFIRM TO			REQUISTIONED BY		
YALUNG, MARK			KOUSSA, DANI			SBERRY		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
		24273PWD	Multiple Accounts			0000250446	07/09/2024	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

1	11,284.48	EA	REQUESTED BY LAWRENCE IMPRESCIA	1.0000	11,284.48
			000 004		

Procurement to acquire the services of WSP, a
licensed, qualified engineering and design firm to
complete a FEMA flood plain application, complete
100% plans for construction, and perform
construction management/administration for the Los
Pinos All-Weather Crossing at Arroyo Hondo project
CES #2023-01-C211-ALL Exp: 10/5/26 \$11,284.48

2	271,509.45	EA	SAME AS LINE 1 \$271,509.45	1.0000	271,509.45
			000 004		



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

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AND SHIPPING CONTAINERS.
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PAGE: 2
P.O. NO.: 250423
DATE: 07/22/2024
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: WSP USA INC
2440 LOUISIANA BLVD NE
ALBUQUERQUE, NM 87110

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES						
25658		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.						
DELIVERY BY		SHIP VIA		F.O.B.		TERMS		
06/30/2025						NET 30		
CONFIRM BY			CONFIRM TO			REQUISITIONED BY		
YALUNG, MARK			KOUSSA, DANI			SBERRY		
FREIGHT		CONTRACT NO.	ACCOUNT NO.		PROJECT	REQ. NO.	REQ. DATE	
		24273PWD	Multiple Accounts			0000250446	07/09/2024	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST	

3	18,268.77	EA	TAX \$18,268.77	1.0000	18,268.77
			000 004		

07/22/2024: Pursuant to SFC Agreement No.

2024-0273-PW/DK, Line item and budget approved

by finance. DK

TOTAL PURCHASE AMOUNT \$301,062.70

Account	Project	Amount
35261674858011		11,284.48
35761674858011		289,778.22



SANTA FE COUNTY

SANTA FE, NEW MEXICO

PURCHASE ORDER

IMPORTANT

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AND SHIPPING CONTAINERS.
INVOICES ARE TO BE IN
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PAGE: 3
P.O. NO.: 250423
DATE: 07/22/2024
C.O.NO.: 0
C.O.DATE: 00/00/0000

TO: WSP USA INC
2440 LOUISIANA BLVD NE
ALBUQUERQUE, NM 87110

SHIP TO/
INVOICE TO:

PUBLIC WORKS DEPT/ADMIN
SANTA FE COUNTY
424 NM HIGHWAY 599
SANTA FE, NM 87507

VENDOR NO.		NOTES									
25658		1. Federal Tax I.D. Number is required for payment 2. If unable to fill at prices shown, or meet delivery day, please advise immediately. 3. All items subject to terms and conditions on reverse.									
DELIVERY BY		SHIP VIA		F.O.B.		TERMS					
06/30/2025						NET 30					
CONFIRM BY			CONFIRM TO			REQUISITIONED BY					
YALUNG, MARK			KOUSSA, DANI			SBERRY					
FREIGHT		CONTRACT NO.		ACCOUNT NO.		PROJECT		REQ. NO.		REQ. DATE	
		24273PWD		Multiple Accounts				0000250446		07/09/2024	
LINE NO.	QUANTITY	UOM	ITEM NO. AND DESCRIPTION					UNIT COST		EXTENDED COST	

NOT VALID UNLESS SIGNED BY THE COUNTY FINANCE
DIRECTOR OR THE COUNTY PURCHASING AGENT

 Gregory S. Shaffer, County Manager 7/23/2024

AUTHORIZED SIGNATURE & TITLE

County of Santa Fe Purchase Order for Services – General Terms and Conditions

Interpretation: This PO represents the entire agreement between both parties, notwithstanding any Vendor's form. This Agreement shall be the sole and exclusive statement of the purchase of goods or services between the County and Vendor. Unless there is a separate written contract for the provision of goods or services, these terms and conditions shall be the sole and exclusive statement of the contract between the County and Vendor. In the event of a conflict between the terms and conditions of this PO and the terms of the written contract, the terms of the written contract or agreement shall govern.

Acceptance: Vendor shall accept the offer in writing, or by beginning to fill the order or perform the services requested by County. Acceptance is limited to the terms stated herein. The terms and conditions attached hereto shall apply to all orders placed under a County contract, subcontract or agreement.

Assignment: None of the sums due or to become due nor any of the work to be performed under this PO shall be assigned nor shall Vendor subcontract for completed or substantially completed work called for by this PO without County's prior written consent.

Modification/Changes: This PO constitutes the entire agreement between County and Vendor, and no modification hereof shall be effective unless agreed to in writing by authorized representatives of County. County's employees have no authority to direct any change except by a written change order or amendment signed by County's authorized representative.

Audit: The County may, subject to written notification to Vendor, conduct inspection at Vendor's facilities. Vendor shall, without charge, provide facilities for County's personnel and provide all requested data necessary for County's adequate inspection.

Governing Law: This PO shall be governed by the New Mexico Procurement Code, NMSA 1978, § 13-1-28 et seq.; NMSA 1978, § 6-6-11 (Bateman Act); Art. IX, Sec. 10 (County indebtedness) and Art. IX, Sec. 14 (Anti-donation) of the state constitution; and NMSA 1978, § 41-4-1 (Tort Claims Act), including the New Mexico Uniform Commercial Code, if applicable.

Compliance with Law and County Policies and Procedures: The County is exempt from payment of gross receipts tax on materials but may be subject to such tax on services, including "construction" as that term is defined in NMSA 1978, § 7-9-3.4. The taxable status of any sale of materials must be determined by the Vendor's legal counsel or tax consultant. Invoices rendered for additional taxes after bid award will not be honored. The Procurement Code, NMSA 1978, §§ 13-1-28 thru 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. If this PO shall require the presence on County's premises of Vendor's employees, subcontractors or others under Vendor's control, Vendor shall comply with all applicable governmental regulations and rules of County's premises, encompassing without limitation those relative to environmental quality including safety, fire prevention and security requirements of the County Adult Detention Facility. Vendor shall at all times provide all equipment that is used in the performance of this PO, including all equipment to ensure the safety of all employees, subcontractors or others under Vendor's control.

Waiver: The failure of County to insist, in any one or more instances, upon the performance of any of the terms, or conditions or to exercise any right hereunder shall not be construed as a waiver or relinquishment of the future performance of any such term or condition or the future exercise of such right. The obligations of Vendor with respect to such future performance shall continue in full force and effect.

Delivery: Time is of the essence in this PO. If delivery of conforming goods or performance of conforming services is not complete by the time(s) promised, the County has the right, in addition to its other rights and remedies, to cancel this PO, to reject such goods or services in whole or in part, or to purchase substitute or goods or services elsewhere and charge Vendor with any loss incurred. Any provisions herein for delivery of goods or performance of services by installments shall not be construed as making the obligations of Vendor severable. Shipments sent C.O.D. without County's written consent will not be accepted and will be at Vendor's risk.

Loss in Transit and Environmental Responsibility: Title and risk of loss in transit shall not pass to County until delivery to County (or to carrier designated by County in cases where shipment is made F.O.B. Vendor's Shipping Point) in accordance with all applicable federal, state, or local laws or regulations, including but not be liable for any discharge, spill or other incident, including but not limited to expenses for any clean-up costs, involving any materials transported hereunder until completion of such delivery.

Dangerous and Hazardous Material: Packaging, packing, marking, labeling, documentation, handling and movement of any materials ordered shall be in accordance with applicable NM Department of Transportation (DOT) regulations or other applicable state laws. All packing sheets, bill of lading, or other shipping documents shall specify what the materials are and carry a certificate that the shipment is in proper condition for transportation as prescribed in DOT regulations or other applicable state laws.

Inspection: Notwithstanding any prior inspections or payments, all goods are subject to County's final inspection and acceptance at the destination which shall be conclusive except as to latent defects, fraud, mistakes and Vendor's warranty obligations. County may reject and return defective or nonconforming goods at Vendor's expense for credit, refund or replacement, at County's option. Vendor shall pay County's cost of inspecting, handling, removing, and/or revoking nonconforming goods.

Shipment: Shipment must be made in the quantity specified and over shipments may be rejected at County's discretion.

Shipping: Vendor shall enclose a packing sheet in each separate container and a master packing sheet in duplicate shall accompany each shipment. Packing sheets shall not show any prices. County's counter weight shall be accepted as final and conclusive on shipments not accompanied by packing sheets. Material shall be packed and marked for shipment as reasonably prescribed by, and at no additional cost to the County. Each shipping container shall contain the part number, date of shipment, bill of lading number, packing slip number, shipping container number of lot and number of containers in the lot.

Invoice: Invoice in duplicate to the "Invoice To" address on the PO. All invoices must show the PO number.

Price: County shall not be billed at prices higher than stated herein unless authorized in writing by County. Vendor represents that the prices charged for the goods or services covered by this PO are the lowest prices charged by Vendor and that such prices comply with all applicable laws and government regulations in effect at time of quotations, sale, delivery and performance.

Payment: Payment is net 30 days upon receipt of acceptable invoice or receipt of goods, whichever is later. Inquiries regarding payment should be directed to Finance at (505) 986-6375.

Discounts: Cash discounts will be calculated from date of receipt of acceptable invoice.

Warranties: All goods and services covered by this PO shall conform to the specifications, drawings, samples or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose intended, of best quality and workmanship and free from all defects. All goods delivered pursuant to this PO and manner of delivery thereof shall conform to standards established for such goods and delivery in accordance with any applicable federal, state or local laws and regulations.

Insurance: Vendor warrants that Vendor shall comply with all existing financial capability, responsibility, security or like laws, regulations and requirements of local, state and federal governments with respect to oil pollution or any other pollution damage whatsoever. Vendor agrees to protect, defend, indemnify, exonerate and hold Santa Fe County harmless from and against any and all suits, claims, liabilities, losses, liens and demands, fines, costs, criminal and civil penalties, causes of action or any obligations arising out of or in any manner connected with, incidents involving bodily injury, death, property or any violation or alleged violation of any federal, state or local law or regulation. Vendor is and undertakes performance thereof as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation exclusive liability for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons from and against which liability Vendor agrees to indemnify, exonerate and hold harmless the County. Vendor shall provide to County upon request certificates of insurance evidence that the Vendor has purchased the following insurance: General Comprehensive Liability Insurance. Vendor's Comprehensive Automobile Liability Insurance limits established by New Mexico Tort Claims Act: Worker's Compensation, limits established by applicable statutes; Employee liability coverage, the greater of the limits of liability established by the New Mexico Tort Claims Act or \$1,000,000. Vendor's protective liability insurance limits shall be the same as specified for Vendor's Commercial General Liability Insurance. All such persons shall be subject to all applicable rules of County's premises, including those for safety and fire protection.

Confidentiality: No disclosure, description or other communication of any sort shall be made by Vendor to any third party of the fact of County's purchase of goods or services hereunder, or of the details and characteristics thereof, without County's prior written consent. Any items furnished to Vendor by County pursuant to this PO, including without limitation samples, drawings, patterns and materials, shall remain the property of the County, shall be held at Vendor's risk and shall be returned upon completion of the work or termination of this PO; no disclosure or reproduction thereof in any form shall be made without County's written consent. Vendor shall be liable to County for any unauthorized disclosure or use of the items furnished to Vendor by the County.

Patent/Copyright Infringement: Vendor represents and warrants that the sale or used of the goods supplied under this PO shall not infringe upon any United States or foreign patent, copyright or trademark, Industrial design right or other proprietary right. Vendor shall indemnify, defend and hold County, its successors, assigns, officers, employees and agents harmless from and against any damage, liability, claim, loss, costs, expenses and fees which may be incurred on account of infringement or alleged infringement under this PO.

Force Majeure: Failure by either party to perform hereunder, in whole or in part, occasioned by act of God or public enemy, fire explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstances of like or different character beyond the reasonable control of the party so failing to perform, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and within the affected party's power to concede shall not subject said party to any liability to the other party. At County's option, this PO may be modified, or changed or terminated for the above such circumstances.

Termination/Cancellation: County reserves the right to terminate this PO at any time with respect to undelivered goods or services by written notification or oral notice confirmed in writing.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
WSP USA, INC. FOR ENGINEERING SERVICES
THE LOS PINOS ALL-WEATHER CROSSING**

This Agreement is entered into this 25th day of June 2024, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **WSP USA, Inc.**, 4221 Balloon Park Rd., Albuquerque, New Mexico 87109 (the "Contractor").

WHEREAS, the County requires professional engineering services for the design, bid and construction management for the Los Pinos All-weather Crossing at Arroyo Hondo in Santa Fe County; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-129 (Procurement under existing contracts), the Procurement Manager has determined that these services may be procured without a competitive solicitation utilizing CES Agreement 2023-01-C211-ALL; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. CONTRACTOR'S SERVICES

- A. Upon receipt of a notice to proceed from the County, the Contractor will perform project management; modifications to construction plans; hydraulic modeling; CLOMR packaging; LOMR package; bidding; construction phase services; construction management services; and Quality Assurance materials testing. Contractor's Services will be as more fully described in the Contractor's Proposal dated May 22, 2024 (see Attachment A).

2. ADDITIONAL SERVICES

- A. The parties agree that the services in section 1 above will be completed to the County's satisfaction and for the amount stated section 3 (Compensation, Invoicing and Set-off).

- B. The County may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

3. COMPENSATION, INVOICING AND SET-OFF

- A. The total compensation payable to the Contractor for the term of this Agreement will not exceed **\$282,794.13**, *exclusive* of NM GRT. Any NM GRT levied on the amounts payable under this Agreement will be paid by the County to the Contractor.

B. The compensation payable to the Contractor is based on the following fee schedule.

	Lump sum	Time & materials	Reimbursables
Project management	\$5,334.00		
Modifications to construction plans	\$39,865.39		
Hydraulic modeling	\$21,409.50		
CLOMR packaging	\$35,194.19		
Review of CLOMR with FEMA		\$15,000.00	\$6,500.00
LOMR packaging	\$15,513.75		
Review of LOMR with FEMA		\$15,000.00	\$8,000.00
Bidding		\$5,000.00	
Construction phase services		\$30,000.00	
Construction management services		\$65,310.00	\$2,566.50
Q/A materials testing		\$18,100.80	
Subtotals:	\$117,316.83	\$148,410.80	\$17,066.50
Total:	\$282,794.13, exclusive of NM GRT		

C. The Contractor will submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of and services is Lawrence C. Imprescia, Project Manager, lcimprescia@santafecountynm.gov, (505) 992-3046, or such other individual as may be designated in the absence of the County representative.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

D. If the Contractor breaches this Agreement, the County may, without penalty, withhold payments due the Contractor for the purpose of set-off damages it suffered as a result of the breach.

E. Payment The County's payment to Contractor will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement will be effective as of the date of last signature by the parties and will terminate one year from that date, unless earlier terminated under Section 5 (Termination) or Section 6 (Appropriations and Authorizations).

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Contractor written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Contractor's receipt of the notice. The County will pay the Contractor for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Contractor after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Contractor. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Contractor in any way, or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The parties intend that the Contractor and its agents and employees will be independent contractors and not employees or agents of the County. Accordingly, the Contractor and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE CONTRACTOR

A. The Contractor must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Contractor must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Contractor to a non-party in violation of this Agreement will be void.

9. CONTRACTOR'S PERSONNEL

A. The services in section 1 (Scope of Services) must be performed by the Contractor or under its supervision.

B. The Contractor states that it has, or will secure at the Contractor's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Contractor's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

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

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Contractor represents that it has no and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by federal, state, local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Contractor must not discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Contractor will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Contractor acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Contractor shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Contractor's negligent performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Contractor's obligations under this indemnification section will not be limited by the terms of the insurance policy the Contractor is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICES

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

To the County: Santa Fe County Public Works Department
Attn: Lawrence C. Imprescia, Project Manager,
424 NM Highway 599 Frontage Rd
Santa Fe, New Mexico 87504

To the Contractor: WSP USA Environment & Infrastructure, Inc.
Attn: Chris Naidu, NM State Water Lead, Vice President,
4221 Balloon Park Rd.,
Albuquerque, New Mexico 87109

23. CONTRACTOR REPRESENTATIONS

The Contractor hereby represents and warrants that:

A. This Agreement is duly authorized by the Contractor, the person signing this Agreement has authority to do so, and, once signed by the Contractor, this Agreement will constitute a binding obligation of the Contractor.

B. The terms of this Agreement do not conflict with Contractor's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD-PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. CONTRACTOR'S INSURANCE AND BONDS

A. Contractor is required to furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of the policies of insurance required below. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor must maintain comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death,

and property damage for any one occurrence. Said policy must include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract.

C. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. Contractor must require each of its subcontractors or vendors who perform services under this Agreement have and maintain during Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in above.

D. Workers' Compensation Insurance. Contractor will comply with the provisions of the Workers' Compensation Act, NMSA 1978, Section 52-1-1. Contractor must maintain Workmen's Compensation insurance as required by applicable NM law for all of its employees to be engaged in work at the site of the project under this Agreement and, in case of any such work sublet or performed by other vendors, Contractor must require the subcontractors similarly to provide Workmen's Compensation Insurance for all of their employees.

E. Increased Limits. If, during the life of this Agreement, the New Mexico State Legislature increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1, the Contractor agrees to increase the maximum limits of any insurance required herein.

F. Additional insured. Santa Fe County will be listed as an additional insured on all policies of insurance required above.

27. PERMITS AND FEES

Contractor will procure all permits, licenses, and pay all fees associated with the performance of the Services and the Contractor's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

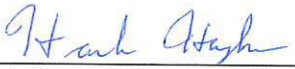
The Contractor must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

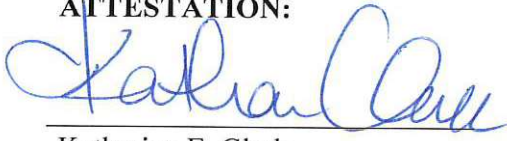
The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:

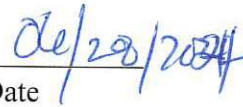


Hank Hughes, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:



Katharine E. Clark
Santa Fe County Clerk



Date

Approved as to form:

Roberta D. Joe for J.Y.

Jeff Young
Santa Fe County Attorney

June 11, 2024

Date

CONTRACTOR - WSP USA, Inc.:

Digitally signed by Joshua Palmer
(USJP601928)
DN: cn=Joshua Palmer
(USJP601928), ou=Active,
email=Joshua.Palmer@wsp.com
Date: 2024.06.11 10:22:07 -06'00'
Joshua Palmer
(USJP601928)

Signature
Joshua Palmer;
Senior Vice President

Print name and title

June 11, 2024

Date

NO Cost time extension 2024-0273-PW WSP Los Pinos

Final Audit Report

2026-06-12

Created:	2026-06-12
By:	Sarah Rodriguez (serodriguez@santafecountynm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqCvSctU0cuGN6UDnIZ_23VjD857cTrIX

"NO Cost time extension 2024-0273-PW WSP Los Pinos" History

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-  Document emailed to Ira Roybal (igroybal@santafecountynm.gov) for signature
2026-06-12 - 4:36:19 PM GMT
-  Document emailed to Curt Temple (ctemple@santafecountynm.gov) for signature
2026-06-12 - 4:36:19 PM GMT
-  Document emailed to PJ Montano (pmontano@santafecountynm.gov) for signature
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-  Document emailed to Brian Snyder (bsnyder@santafecountynm.gov) for signature
2026-06-12 - 4:36:20 PM GMT
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-  Email viewed by Ira Roybal (igroybal@santafecountynm.gov)
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-  Email viewed by PJ Montano (pmontano@santafecountynm.gov)
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-  Document e-signed by Curt Temple (ctemple@santafecountynm.gov)
Signature Date: 2026-06-12 - 4:54:46 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
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 Email viewed by Brian Snyder (bsnyder@santafecountynm.gov)

2026-06-12 - 5:55:26 PM GMT

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 Document e-signed by PJ Montano (pmontano@santafecountynm.gov)

Signature Date: 2026-06-12 - 7:40:55 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

 Agreement completed.

2026-06-12 - 7:40:55 PM GMT