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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 11      Ordinance/Resolution# 10-11-487

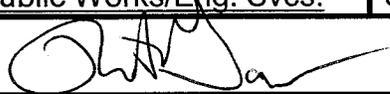
For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of November 7, 2011  
 (Adoption Date)

**TITLE: A RESOLUTION AWARDING A CONTRACT TO SITES SOUTHWEST, LLC FOR DEVELOPMENT OF A LAS CRUCES FLOOD CONTROL DAM COMPREHENSIVE MAINTENANCE PLAN WITH AN EMPHASIS ON ECOLOGICAL MAINTENANCE IN THE AMOUNT OF \$167,687.00 PLUS \$12,681.33 (NMGRT) AND AN ALLOWANCE OF \$16,768.70 FOR A TOTAL AMOUNT OF \$197,137.03.**

**PURPOSE(S) OF ACTION:**

Approve a contract for the Las Cruces Flood Control Comprehensive Maintenance Plan.

<b>COUNCIL DISTRICT: ALL</b>		
<b><u>Drafter/Staff Contact:</u></b> Natashia Billy	<b><u>Department/Section:</u></b> Public Works/Eng. Svcs.	<b><u>Phone:</u></b> 528-3496
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The City is tasked with ensuring effective maintenance to provide sound flood protection and reduce flood risks to those who live downstream of the flood control structures. The largest flood control structure that the City owns and maintains is the Las Cruces Flood Control Dam (LC Dam) which is a 3 mile long, earthen dam. It protects approximately two-thirds of the entire Las Cruces population from runoff originating in the Organ Mountains and other contributing areas in the East Mesa Watershed.

The City has a permit with the State of New Mexico Office of the State Engineer (OSE) for the operation and maintenance of the dam structure and spillway, and is required to comply with the OSE Rules and Regulations Governing Dam Design, Construction, and Dam Safety. Under this permit, and as the operator and owner of the LC Dam, the City must ensure the operation and maintenance of the dam structure and spillways to minimize any potential failure of the LC Dam.

The City is also a participant in the US Army Corps of Engineers (USACOE) Voluntary Dam Inspection Program. As a participant, the City will be eligible for federal funding should the LC Dam be damaged by a storm event. As part of this program, the USACOE inspects all aspects of the LC Dam including, but not limited to, dam structure/embankments, spillways, flood pool area, diversion channel, inlet areas, outlet tower and adjacent area, and the outlet/outfall channel.

Both regulatory entities inspect the LC Dam facility and prepare inspection reports of the findings. The City is responsible to ensure and preserve the LC Dam's primary function as the most important flood control structure to Las Cruces and other downstream localities.

Specific areas behind the LC Dam must be identified to ensure maintenance activities are performed to preserve the primary function of the LC Dam as a flood control facility; to identify areas where moderate maintenance must be performed but remain conscious of wildlife and habitat; and, to identify areas where periodic low maintenance can occur to maintain these areas for wildlife and habitat.

The Public Works Department-Engineering Services Section requested proposals for a Las Cruces Flood Control Dam Comprehensive Maintenance Plan to help integrate standard operation and maintenance practices for flood control structures while incorporating vegetation and animal management.

Proposals were solicited by the Purchasing Section in April 2011. Three (3) submittals were received on May 24, 2011. After reference checks were completed by the Engineering Services Section, submittals were forwarded to the Selection Advisory Committee (SAC) for evaluation. Evaluations were conducted on June 28, 2011. Scoring was as follows:

Tetra Tech Inc.	3455
Molzen-Corbin & Associates	3423
Sites Southwest, LLC	3670

SAC recommended award to Sites Southwest, LLC, of Albuquerque, NM, in the amount of \$167,687.00 plus \$12,681.33 (NMGRT) and an allowance of \$16,768.70 for a total amount of \$197,137.03. Should unforeseen scope changes occur during this contract performance, a 10% (\$16,687.00) allowance will be allotted which includes applicable taxes. This allowance shall be used at the sole discretion of the City and is subject to approval by the Public Works Director.

#### **SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Purchasing Managers Request to Contract Form.
3. Exhibit "B", Professional Services Contract and associated attachments.

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
<b>Does this action create any revenue?</b>	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

N/A
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**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
AV					
4400-Flood Control	44806010-854111-70V01	\$197,137.03	\$244,507.00	\$47,369.97	Dam Maintenance

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this action will award a contract to Sites Southwest, LLC, of Albuquerque, NM, to develop, as a supplement to the current operation and maintenance plan, a Las Cruces Flood Control Comprehensive Maintenance Plan with an emphasis on ecological maintenance in the amount of \$167,687.00 plus \$12,681.33 (NMGRT) and an allowance of \$16,768.70 for a total amount of \$197,137.03.
2. Vote "No"; this action will reject the award and instruct staff to either re-bid, re-scope, or abandon this agreement altogether.
3. Vote to "Amend"; this could alter the scope of the project thus changing the cost proposal.
4. Vote to "Table"; this would delay the award of the contract and delay the development of a Las Cruces Flood Control Comprehensive Maintenance Plan.

**REFERENCE INFORMATION:**

N/A

**RESOLUTION NO. 10-11-487**

**A RESOLUTION AWARDED A CONTRACT TO SITES SOUTHWEST, LLC FOR DEVELOPMENT OF A LAS CRUCES FLOOD CONTROL DAM COMPREHENSIVE MAINTENANCE PLAN WITH AN EMPHASIS ON ECOLOGICAL MAINTENANCE IN THE AMOUNT OF \$167,687.00 PLUS \$12,681.33 (NMGRT) AND AN ALLOWANCE OF \$16,768.70 FOR A TOTAL AMOUNT OF \$197,137.03.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces (City) owns and maintains the Las Cruces Flood Control Dam (LC Dam) which protects approximately two-thirds of the entire Las Cruces population from runoff originating in the Organ Mountains and other contributing areas in the East Mesa Watershed; and

**WHEREAS**, the City is tasked with ensuring effective maintenance to provide sound flood protection and reducing flood risks to those who live downstream of the flood control structures; and

**WHEREAS**, the City has a permit with the State of New Mexico Office of the State Engineer (OSE) for the operation and maintenance of the dam structure and spillway and is required to comply the OSE Rules and Regulations Governing Dam Design, Construction, and Dam Safety; and

**WHEREAS**, the City is also a participant in the US Army Corps of Engineers (USACOE) Voluntary Dam Inspection Program, thus is eligible for federal funding should the LC Dam be damaged by a storm event; and

**WHEREAS**, the City recognizes that specific areas behind the LC Dam must be identified to ensure maintenance activities are performed to preserve the LC Dam's primary function as a flood control facility; to identify areas where moderate maintenance must be performed but remain conscious of wildlife and habitat; and, to

identify areas where periodic to low maintenance can occur to maintain these areas for wildlife and habitat; and

**WHEREAS**, request for proposals were solicited by the Purchasing Section in April 2011. Three (3) submittals were received on May 24, 2011; and

**WHEREAS**, submittals were evaluated by the Selection Advisory Committee (SAC) on June 28, 2011; and

**WHEREAS**, SAC recommends award to Sites Southwest, LLC, of Albuquerque, NM in the amount of \$167,687.00 plus \$12,681.33 (NMGRT) and an allowance of \$16,768.70 for a total amount of \$197,137.03. Should unforeseen scope changes occur during this contract performance, a 10% (\$16,687.00) allowance will be allotted which includes applicable taxes. This allowance shall be used at the sole discretion of the City and is subject to approval by the Public Works Director.

**NOW, THEREFORE**, be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** a contract be awarded to Sites Southwest, LLC, of Albuquerque, NM, for development of a Las Cruces Flood Control Dam Comprehensive Maintenance Plan with an emphasis on ecological maintenance in the amount of \$167,687.00 plus \$12,681.33 (NMGRT) and an allowance of \$16,768.70 for a total amount \$197,137.03.

**(II)**

**THAT** City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(SEAL)

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

VOTE:

Moved by: \_\_\_\_\_

Mayor Miyagishima: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Connor: \_\_\_\_\_

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Councillor Pedroza: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

Councillor Sorg: \_\_\_\_\_

Councillor Thomas: \_\_\_\_\_

# CITY OF LAS CRUCES

## PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: November 7, 2011

Resolution No.: 10-11-487

### Contract Purchase For Development of a Las Cruces Flood Control Dam Comprehensive Maintenance Plan

The Las Cruces City Council is provided the following information concerning this request:

**RFP SOLICITATION INFORMATION:**

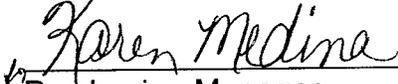
- 1. RFP No./ Due Date: RFP No. 10-11-487/May 24, 2011
- 2. Description: Development of a Las Cruces Flood Control Dam Comprehensive Maintenance Plan
- 3. Using Department: Public Works
- 4. Number of Responses Accepted: Three (3)
- 5. Award Recommendation To: Sites Southwest, LLC of Albuquerque, NM
- 6. Total Award Amount: \$197,137.03
- 7. Contract Duration: Not to exceed 365 calendar days

**LOCAL PREFERENCE FACTOR**

Local Preference Factor Applied Per LCMC §24-100	No			LCMC §24-100 not applicable to this solicitation
	Yes	x		Made A Difference To Awards(s)
			x	Made No Difference To Bid Award(s)

**PROCUREMENT CODE COMPLIANCE:**

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-92.**

  
 Purchasing Manager 11/20/11  
 Date

**CONFIRMATION OF FUND ENCUMBRANCE:**

REQUISITION or PURCHASE ORDER NUMBER:	12101523
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## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_\_ 2011, by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Sites Southwest, LLC, of 121 Tijeras NE, Suite 3100, Albuquerque, NM, 87102, hereinafter called "CONTRACTOR".

### 1. PROJECT DESCRIPTION

The CONTRACTOR will develop, as a supplement to the current Operation and Maintenance Plan, a Las Cruces Flood Control Comprehensive Maintenance Plan with an emphasis on ecological maintenance which will comply with the scope of RFP No. 10-11-487 and items included herein as Attachments A and B.

### 2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY's RFP No. 10-11-487 and is incorporated herein by reference and made a part of this Agreement.

### 3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to the CONTRACTOR. The CITY's decision as to whether sufficient appropriations and authorizations exist shall be accepted by the CONTRACTOR and shall be final.

### 4. COMPENSATION

The CITY shall compensate the CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$167,687.00 plus applicable taxes. The CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

The CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. The CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

All costs for trips are included in the cost proposal set forth in Attachment B and shall not exceed that amount. No additional reimbursements will be made.

Should unforeseen scope changes occur during this contract performance, a 10% (\$16,687.00) allowance will be allotted which includes applicable taxes. This allowance

shall be used at the sole discretion of the CITY and is subject to approval by the Public Works Director.

#### 5. DEVOTION OF ADEQUATE TIME

The CONTRACTOR will devote the necessary hours each week to the performance of this project that is required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

#### 6. TERM AND SCHEDULE

This Agreement shall become effective on \_\_\_\_\_ for a term of 1 calendar year through \_\_\_\_\_.

The CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and the CONTRACTOR in Attachment A and B as of the date of the Notice to Proceed.

#### 7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall the CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

#### 8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request the CONTRACTOR to perform other extra services not incorporated within the SERVICES set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, the CONTRACTOR shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR's written notification.

#### 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR's notification.

## 10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of the CONTRACTOR, and without the fault or negligence of the CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. The CONTRACTOR shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by the CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

## 11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to the CONTRACTOR.

In the event of termination, the CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which the CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, the CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in the performance of this Agreement, whether completed or in process.

Should either Party cease SERVICES for any reason, all findings to that point shall be submitted to the CITY in raw, intermediate, and finalized form. This Agreement terminates 1 calendar year after award, or when one of the following occurs:

1. All deliverables, associated presentations, and meetings in the Contract and associated Attachments have been submitted and accepted and agreed to by the CITY.
2. It becomes clear, after a good faith effort by all Parties, that performance by either Party cannot be satisfactorily completed within funding available.

## 12. RECORDS AND AUDITS

The CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY's right to recover excessive or illegal payments.

### 13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and the CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY's prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

### 14. INDEPENDENT CONTRACTOR

The CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. The CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that the CONTRACTOR employs any employees, the CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall the CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR's retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) the CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) the CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

The CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, the CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, the CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. The CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which the CONTRACTOR accomplishes and performs its services. Nevertheless, the CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

#### 15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between the CONTRACTOR and the CITY. Except as otherwise specifically set forth herein, neither the CONTRACTOR nor the CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

#### 16. ASSIGNMENT

The CONTRACTOR shall perform all the SERVICES under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

#### 17. INSURANCE

The CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

- a. Professional Liability: \$1,000,000 per claim

The CONTRACTOR shall furnish the CITY with a certificate(s) of insurance showing the CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

#### 18. INDEMNITY AND LIMITATION

The CONTRACTOR shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of the CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

#### 19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

The CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR's SERVICES or any work done pursuant to this Agreement.



agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

\_\_\_\_\_  
CONTRACTOR

THE CITY OF LAS CRUCES

BY: \_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_  
PURCHASING MANAGER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

# **ATTACHMENT A**

## **Scope of Services and Compensation**

## SCOPE OF SERVICES AND COMPENSATION

The Contractor shall perform Services as proposed in response to the City's RFP No. 10-11-487. The following are items that help clarify the Scope of Services as listed within the Contractor's proposal:

### Project Meetings with City Staff (Task G):

- A project kick off meeting, the cost for this is included in the proposal.
- Mid-project meeting, the cost for this is included in the proposal.
- Meetings, coordination, and direct expenses associated with the Meetings and Coordination task will be provided on a time and materials basis which will not exceed the amount as indicated in Section G of the Task Description of the Cost Proposal in Attachment B.

### Public Meetings (Task G):

- Educate the public regarding the functionality of the LC Dam and the purpose of RFP No. 10-11-487.
- Provide professional services and technical support for any questions the public or City Council may have regarding this project. One or more Contractor members, as appropriate and as agreed to by the City, shall be present.
- Prepare and present presentation(s) to City Council with date to be determined by the City. Presentation will be reviewed by the City prior to presentation.
- Public meetings, coordination, and direct expenses associated with the Meetings and Coordination task will be provided on a time and materials basis which will not exceed the amount as indicated in Section G of the Task Description of the Cost Proposal in Attachment B.

### Compensation:

- Deliverable Draft 30% - At minimum, needs to include preliminary field work findings, including a review by City staff. Comments from City staff will be submitted within 5 business days upon receipt. The comment and response will be made a part of and included in this report.
  - Initial invoicing to 30% for Task E shall be included with the submittal of the 30% draft. The Contractor will provide the City with a synopsis of work completed according to personnel as delineated by the Cost Proposal in Attachment B. Invoices, when submitted, should note the percentage of the entire project complete to date, the percentage completed for that particular invoice and the remaining percentage to completion. The quantity breakdown of the invoice should list individual unit tasks and items completed and deliverables provided for that particular invoice.
- Deliverable Draft 60% - At minimum, must include field work findings and the areas of low, medium, and high maintenance and risk areas, including a review by City staff. Comments from City staff will be submitted within 5 business days upon receipt. The comment and response will be made a part of and included in this report.

- Initial invoicing to 60% for Task E shall be included with the submittal of the 60% draft. The Contractor will provide the City with a synopsis of work completed according to personnel as delineated by the Cost Proposal in Attachment B. Invoices, when submitted, should note the percentage of the entire project complete to date, the percentage completed for that particular invoice and the remaining percentage to completion. The quantity breakdown of the invoice should list individual unit tasks and items completed and deliverables provided for that particular invoice.
- Deliverable Final 100% - Final findings to include all items outlined in the Contractor's response to RFP No. 10-11-487 and other items as outlined in this contract. Comments from City staff will be submitted within 5 business days upon receipt. The comment and response will be made a part of and included in this report.
  - Invoicing to 100% for Task E shall be included with the submittal of the 100% final documents completion. The Contractor will provide the City with a synopsis of work completed according to personnel as delineated by the Cost Proposal in Attachment B. Invoices, when submitted, should note the percentage of the entire project complete to date, the percentage completed for that particular invoice and the remaining percentage to completion. The quantity breakdown of the invoice should list individual unit tasks and items completed and deliverables provided for that particular invoice.
- Project Invoicing for Tasks A, B, C, D, and F is contingent upon work performed and the review of existing documents. Compensation shall occur as a percentage of work completed based on each individual unit task percent complete and by individual unit task deliverables. The City will make payment based on a duly certified and approved estimate of the work performed and mutually agreed upon by the City for that invoice. The Contractor will provide the City with a synopsis of work completed according to personnel within the Cost Proposal in Attachment B. Invoices, when submitted, should note the percentage of the entire project complete to date, the percentage completed for that particular invoice and should list tasks completed.
- Work and related contribution for each task shall be completed prior to the start of a subsequent phase. Should work on any new task begin prior to a completed phase, compensation for the new task will not be released until the deliverable for the prior phase is received and reviewed by the City.

#### Regional Considerations:

- Knowledge of any environmental assessments, archeological clearances, etc... that would be required need to be provided in document for the success of the plan to be implemented.
- Must agree with the 1135 Riparian Project.
- Prepare recommendations as to how the City can work with these constraints to ensure compliance with the SEO and USACOE and functionality of the LC Dam.

Time Line:

- Provide a phased schedule and possible alternatives to ensure the City is in compliance with the SEO, USACOE and applicable agencies as the progression of the supplemental maintenance plan evolves. Proposed implementation of this phased schedule shall be within a reasonable time as determined by the City.

# **ATTACHMENT B**

## **Schedule, Time Line and Cost Breakdown**

Las Cruces Flood Control Dam Maintenance Plan Schedule									
Task	Timeline in Months								
	1	2	3	4	5	6	7	8	9
A. Review & understand existing data for the Maintenance Plan									
B. Analysis & identification of existing resources/current uses/O&C behind Dam									
C. Evaluate the upstream side & slopes/embankments of Dam with regard to the growth of vegetation									
D. Evaluate the diversion channel to determine the most efficient, economical, and required hydraulic width to minimize maintenance and erosion using sound engineering methodologies									
E. Comprehensive Maintenance Plan   Draft 30%									
• 2nd Draft Maintenance Plan   Final Draft 60%									
• Final Maintenance Plan   100%									
• Incorporate Existing Data in the Plan									
F. Special Flood Hazard Area, the evaluation must comply with FEMA CFR 44 and related requirements									
G. Meetings and Coordination									

K:\PROPOSALS\PUBLIC\ACTIVE\City of Las Cruces\Las Cruces Flood Control Dam Maintenance Plan\Schedule

Sites Southwest Work Plan and Scope for Las Cruces Flood Control Dam Comprehensive Maintenance Plan

Provided by Sites Southwest 10-12-11

Task Description (Estimated Duration)	SSW Totals	Subconsultants		Deliverable
		DRGS	BHI	
<p><b>A. Review, understand, and incorporate existing data into the Maintenance Plan (Six Weeks)</b></p> <ul style="list-style-type: none"> <li>• Site Visit &amp; Data Collection</li> <li>• Review existing U.S. Army Corps of Engineers Documents</li> <li>• Review Office of the State Engineer Inspection reports</li> <li>• Review the existing Operation and Maintenance Manual(s) for the LC Dam</li> <li>• Review current City of Las Cruces maintenance activities and operations</li> <li>• Review and identify the possible use of reclaimed water</li> <li>• Review City of Las Cruces/U.S. Army Corps of Engineers 1135 Riparian Restoration Project</li> <li>• Review of the City of Las Cruces Storm Drain Master Plan</li> <li>• Review the record drawings of the LC Dam/associated construction records for the LC Dam</li> <li>• Coordination</li> </ul> <p><b>Subtotal</b> 82 0 53.5</p>	82	0	53.5	Task Summary Letter Style Report
<p><b>B. Analysis and identification of existing resources/current uses/O&amp;C behind the Dam (Six Weeks w/ two week overlap of Task A.)</b></p> <ul style="list-style-type: none"> <li>• Conduct site visits to identify and describe the types of wildlife and vegetation</li> <li>• Identify and map the locations where existing wildlife lives, breeds, and forages</li> <li>• Identify areas where wildlife can be relocated</li> <li>• Identify and map maintenance activities and areas</li> <li>• Identify areas vegetation &amp; wildlife cannot inhabit (comply with USACE Insp. Rpt(s) and Tech. Ltr ETL 1110-2-571)</li> <li>• Identify and define "primary maintenance", "moderate maintenance" and "low maintenance" activity areas</li> <li>• Identify and describe the maintenance activity and its purpose in each area</li> <li>• Identify annual maint. frequency activity within areas based on vegetation growth nesting/mating seasons</li> <li>• Identify what time of year these maintenance activities must be performed</li> <li>• Identify areas and solutions to ensure wildlife and wildlife habitats do not interfere with maintenance areas</li> <li>• Determine how areas can be integrated &amp; maintained (comply with the USACE Insp. Rpt(s) and Tech. Ltr ETL1110-2-571)</li> <li>• Identify and map current locations of artificial burrows installed by NMSU for burrowing owls</li> </ul> <p><b>Subtotal</b> 232 18 110</p>	232	18	110	Task Summary Letter Style Report Dam O&M Plan Supplement
<p><b>C. Evaluate the upstream side and slopes/bankments of the LC Dam with regard to the growth of vegetation (Four Weeks Subsequent to Task A.)</b></p> <ul style="list-style-type: none"> <li>• Determine/outline short-term strategies (comply with the NMOSE Guidelines for Woody Vegetation Removal on Dams)</li> <li>• Determine/outline long-term strategies (comply with NMOSE Guidelines for Woody Vegetation Removal on Dams)</li> <li>• Integrate O&amp;M practices (incorporating veg. mgmnt., identify innovative ideas to incorporate LID)</li> <li>• Coordination</li> </ul> <p><b>Subtotal</b> 81 0 110</p>	81	0	110	Technical Memo
<p><b>D. Evaluate the diversion channel to determine the most efficient, economical, and required hydraulic width to minimize maintenance and erosion using sound engineering methodologies. (Four Weeks Subsequent to Task B)</b></p> <ul style="list-style-type: none"> <li>• Evaluate channel to determine the most efficient, economical, &amp; required hydraulic width</li> <li>• Determine the max. width along both sides of the diversion channel that must remain clear of vegetation</li> <li>• Develop Plan &amp; Profile of Channel</li> <li>• Review 3 Sediment Prone Areas and Develop Sediment Removal Plan/Procedure</li> <li>• Coordination</li> </ul> <p><b>Subtotal</b> 32 0 91</p>	32	0	91	Per Below
<p><b>E. Comprehensive Maintenance Plan (three and a half months including two (two week) review periods)</b></p> <ul style="list-style-type: none"> <li>• Quantify potential negative &amp; positive impacts to both the FC structure and the surrounding ecology</li> <li>• Identify vegetation mitigation methods: active and passive</li> <li>• Identify whether lack of vegetation &amp; animal management is high, medium-moderate, or low risk</li> <li>• Provide a risk management plan/outline for implementation of mitigation in terms of maintenance and related costs.</li> <li>• Provide this LC Dam Comprehensive Maintenance Plan in a phased approach based on risk levels.</li> <li>• Determine whether pedestrian crossings are feasible.</li> <li>• Draft Production</li> <li>• Final Production</li> <li>• Coordination</li> </ul>				30% Plan 60% Plan 100% Plan

# Sites Southwest Work Plan and Scope for Las Cruces Flood Control Dam Comprehensive Maintenance Plan

Provided by Sites Southwest 10-12-11

Task Description (Estimated Duration)	Subconsultants		Deliverable
	SSW Totals	DRGS	
Subtotal	303	0	120.5
F. Special Flood Hazard Area, the evaluation must comply with FEMA CFR 44 and related requirements.			On-going Review of Criteria and Coordination Incorporate into Plan
• Coordination	8	0	10
Subtotal			On-going, Document and Invoice as Provided
G. Meetings and Coordination			
• Coordination Conference Calls Weekly (12)			
• Review and Coordination Meetings (4)			
• Public Hearings (3)			
• Public Information and Meetings, Coordination/Administration			
• Submittal Review Coordination			
• Quality Control Implementation and Review			
• Reimbursable Expenses (travel to LC(8 trips), Submittals (5 hardcopy, 3 CD's x 3)	199	0	138
Subtotal			
Grand Total	943	0	541

- Notes:
- 1 Person Hours were estimated to develop basis for fees and scheduled effort. All tasks with the exception of G. Meetings and Coordination will be performed on a lump sum basis and invoiced based on a 30 day cycle (percentage of work performed to date) or tied to the submittal of individual tasks.
  - 2 Task G. Meetings and Coordination will be provided on a time and materials basis with accrued effort invoiced along with most current task deliverable billing.
  - 3 All scheduled performance periods for tasks are estimates and will be affected by consultants ability to acquire necessary information and review from City of Las Cruces in a timely manner.
  - 4 Unless otherwise noted or requested by City, Dam Safety Bureau, Format will be utilized for reports, technical memos etc.
  - 5 Unless specifically defined within the tasks above, no additional effort will be provided without prior negotiation and written authorization to proceed.

Sites Southwest Person Hours and Fees for Las Cruces Flood Control Dam Comprehensive Maintenance Plan

Updated 8/30/2011

Task Description	Sites Southwest										Subconsultants			TOTAL
	Senior Principal/LA		Principal-In-Charge/Contract Admin.		Land Mgt. & Resource Planner/Landscape Designer		Administration Assistant		SSW Totals	DRGS	BHI			
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate						
<b>A. Review, understand, and incorporate existing data into the Maintenance Plan.</b>		\$155.00		\$105.00										
• Site Visit & Data Collection		\$0.00	12	\$1,260.00	4	\$280.00	2	\$130.00						
• Review existing U.S. Army Corps of Engineers Documents		\$0.00	4	\$420.00		\$0.00	1	\$65.00						
• Review Office of the State Engineer Inspection reports		\$0.00	4	\$420.00		\$0.00	1	\$65.00						
• Review the existing Operation and Maintenance Manuals for the LC Dam		\$0.00	4	\$420.00		\$0.00	1	\$65.00						
• Review current City of Las Cruces maintenance activities and operations		\$0.00	4	\$420.00		\$0.00	1	\$65.00						
• Review and identify the possible use of reclaimed water	1	\$155.00	4	\$420.00		\$0.00	1	\$65.00						
• Review City of Las Cruces/U.S. Army Corps of Engineers 1135 Riparian Restoration Project		\$0.00	3	\$315.00		\$0.00	1	\$65.00						
• Review of the City of Las Cruces Storm Drain Master Plan		\$0.00	4	\$420.00	4	\$280.00	2	\$130.00						
• Review the record drawings of the LC Dam/associated construction records for the LC Dam	1	\$155.00	8	\$840.00	6	\$420.00	4	\$260.00						
• Coordination	2	\$310.00	51	\$5,355.00	14	\$980.00	15	\$975.00						\$14,967.50
<b>Subtotal</b>									\$7,620.00	\$0.00	\$7,347.50			
<b>B. Analysis and identification of existing resources/current uses/O&amp;C behind the Dam</b>														
• Conduct site visits to identify and describe the types of wildlife and vegetation		\$0.00	2	\$210.00		\$0.00	3	\$195.00						
• Identify and map the locations where existing wildlife lives, breeds, and forages		\$0.00	4	\$420.00	12	\$840.00	1	\$65.00						
• Identify areas where wildlife can be relocated		\$0.00	4	\$420.00	18	\$1,260.00	3	\$195.00						
• Identify and map maintenance activities and areas	2	\$310.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Identify areas vegetation & wildlife cannot inhabit (comply with USACE Insp. Rpt(s) and Tech. Ltr ETL 1110-2-571)	1	\$155.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Identify and define "primary maintenance", "moderate maintenance" and "low maintenance" activity areas	2	\$310.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Identify and describe the maintenance activity and its purpose in each area	1	\$155.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Identify annual maint. frequency activity within areas based on vegetation growth/seasonal seasons	1	\$155.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Identify what time of year these maintenance activities must be performed		\$0.00	3	\$315.00	8	\$600.00	1	\$65.00						
• Identify areas and solutions to ensure wildlife and wildlife habitats do not interfere with maintenance areas	2	\$310.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Determine how areas can be integrated & maintained (comply with the USACE Insp. Rpt(s) and Tech. Ltr ETL 1110-2-571)	2	\$310.00	8	\$840.00	6	\$420.00	1	\$65.00						
• Identify and map current locations of artificial burrows installed by NMSU for burrowing owls		\$0.00	6	\$630.00	9	\$630.00	1	\$65.00						
<b>Subtotal</b>	11	\$1,705.00	75	\$7,875.00	125	\$8,750.00	21	\$1,365.00	\$19,695.00	\$6,582.00	\$2,250.00	\$28,527.00		
<b>C. Evaluate the upstream side and slopes/embankments of the LC Dam with regard to the growth of vegetation</b>														
• Determine/outline short-term strategies (comply with the NMOSE Guidelines for Woody Vegetation Removal on Dams)	2	\$310.00	6	\$630.00	4	\$280.00	4	\$260.00						
• Determine/outline long-term strategies (comply with NMOSE Guidelines for Woody Vegetation Removal on Dams)	2	\$310.00	12	\$1,260.00	12	\$840.00	8	\$520.00						
• Integrate O&M practices (incorporating veg. mgmt., identify innovative ideas to incorporate LID)	1	\$155.00	6	\$630.00	4	\$280.00	4	\$260.00						
• Coordination	7	\$1,085.00	30	\$3,150.00	24	\$1,680.00	20	\$1,300.00	\$7,215.00	\$0.00	\$14,020.00	\$21,235.00		
<b>Subtotal</b>														
<b>D. Evaluate the diversion channel to determine the most efficient, economical, and required hydraulic width to minimize maintenance and erosion using sound engineering methodologies.</b>														
• Evaluate channel to determine the most efficient, economical, & required hydraulic width		\$0.00	3	\$315.00		\$0.00	2	\$130.00						
• Determine the max. width along both sides of the diversion channel that must remain clear of vegetation		\$0.00	2	\$210.00	2	\$140.00	2	\$130.00						
• Develop Plan & Profile of Channel		\$0.00	3	\$315.00	2	\$140.00	2	\$130.00						
• Review 3 Sediment Prone Areas and Develop Sediment Removal Plan/Procedure	1	\$155.00	6	\$630.00	2	\$140.00	2	\$130.00						
• Coordination	1	\$155.00	17	\$1,765.00	6	\$420.00	8	\$520.00	\$2,980.00	\$0.00	\$10,635.00	\$13,515.00		
<b>Subtotal</b>														
<b>E. Comprehensive Maintenance Plan</b>														
• Quantify potential negative & positive impacts to both the FC structure and the surrounding ecology	2	\$310.00	8	\$840.00	9	\$630.00	2	\$130.00						
• Identify vegetation mitigation methods: active and passive	1	\$155.00	8	\$840.00	12	\$840.00	2	\$130.00						
• Identify whether lack of vegetation & animal management is high, medium-moderate, or low risk	2	\$310.00	12	\$1,260.00	24	\$1,680.00	4	\$260.00						
• Provide a risk management plan/outline for implementation of mitigation in terms of maintenance and related costs	2	\$310.00	8	\$840.00	9	\$630.00	4	\$260.00						
• Provide this LC Dam Comprehensive Maintenance Plan in a phased approach based on risk levels.	2	\$310.00	8	\$840.00	9	\$630.00	4	\$260.00						
• Determine whether pedestrian crossings are feasible	1	\$155.00	8	\$840.00	9	\$630.00	2	\$130.00						

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Sites Southwest Person Hours and Fees for Las Cruces Flood Control Dam Comprehensive Maintenance Plan

Updated 8/30/2011

Task Description	Sites Southwest										Subconsultants		TOTAL
	Senior Principal/LA		Principal-In-Charge/Contract Admin.		Land Mgt. & Resource Planner/Landscape Designer		Administration Assistant		SSW Totals	DRGS	BHI		
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate					
		\$155.00	\$105.00	\$70.00	\$65.00								
• Draft Production	1	\$155.00	8	\$840.00	8	\$560.00	30	\$1,950.00					
• Final Draft Production	1	\$155.00	8	\$840.00	8	\$560.00	30	\$1,950.00					
• Final Production	2	\$310.00	8	\$840.00	4	\$280.00	4	\$260.00					
• Coordination	15	\$2,325.00	84	\$8,820.00	100	\$7,000.00	110	\$7,150.00	\$25,295.00	\$0.00	\$15,907.50	\$41,202.50	
<b>Subtotal</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
<b>F. Special Flood Hazard Area, the evaluation must comply with FEMA CFR 44 and related requirements.</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$880.00	\$0.00	\$1,320.00	\$2,000.00	
• Coordination	0	\$0.00	4	\$420.00	0	\$0.00	4	\$260.00					
<b>Subtotal</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
<b>G. Meetings and Coordination</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
• Coordination Conference Calls Weekly (12)		\$0.00	24	\$2,520.00			6	\$390.00					
• Review and Coordination Meetings (4)		\$0.00	64	\$5,670.00			6	\$390.00					
• Public Hearings (3)		\$0.00	36	\$3,780.00	9	\$630.00	12	\$780.00					
• Public Information and Meetings Coordination/Administration		\$1,240.00	12	\$1,260.00			4	\$260.00					
• Submittal Review Coordination		\$0.00	8	\$840.00			4	\$260.00					
• Quality Control Implementation and Review		\$1,240.00	4	\$420.00			4	\$260.00					
• Reimbursable Expenses (travel to LC(8 trips), Submittals (5 hardcopy, 3 CD's x 3)		\$0.00		\$0.00				\$0.00					
<b>Subtotal</b>		\$2,480.00	138	\$14,490.00	9	\$630.00	36	\$2,340.00	\$3,000.00	\$0.00	\$23,300.00	\$46,240.00	
<b>Grand Total</b>	52	\$8,060.00	399	\$41,895.00	278	\$19,460.00	214	\$13,910.00	\$86,325.00	\$6,682.00	\$74,780.00	\$167,687.00	

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Sites Southwest Person Hours and Fees for Las Cruces Flood Control Dam Comprehensive Maintenance Plan

September 29, 2011

Task Description	BHI										TOTAL
	Principal Engineer		Project Engineer		Staff Engineer		Tech Specialist		Hours	Rate	
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate			
<b>A. Review, understand, and incorporate existing data into the Maintenance Plan</b>											
• Site Visit & Data Collection		\$200.00		\$175.00							
• Review existing U.S. Army Corps of Engineers Documents		\$0.00	10	\$1,750.00	10	\$1,150.00					\$0.00
• Review Office of the State Engineer Inspection reports		\$0.00	0.5	\$87.50	2	\$230.00					\$0.00
• Review the existing Operation and Maintenance Manual(s) for the LC Dam		\$0.00	1	\$175.00	2	\$230.00					\$0.00
• Review current City of Las Cruces maintenance activities and operations		\$0.00	0.5	\$87.50	2	\$230.00					\$0.00
• Review and identify the possible use of reclaimed water		\$0.00	0.5	\$87.50	2	\$230.00					\$0.00
• Review of the City of Las Cruces/U.S. Army Corps of Engineers 1135 Riparian Restoration Project		\$0.00	2	\$350.00	2	\$230.00					\$0.00
• Review of the City of Las Cruces Storm Drain Master Plan		\$0.00	0	\$0.00	4	\$460.00					\$0.00
• Review the record drawings of the LC Dam/associated construction records for the LC Dam		\$0.00	0	\$0.00	2	\$230.00					\$0.00
• Coordination	1	\$200.00	2	\$350.00	6	\$690.00					\$0.00
<b>Subtotal</b>	1	\$200.00	18.5	\$3,237.50	34	\$3,910.00					\$7,347.50
<b>B. Analysis and identification of existing resources/current uses/O&amp;C behind the Dam</b>											
• Conduct site visits to identify and describe the types of wildlife and vegetation		\$0.00		\$0.00		\$0.00					\$0.00
• Identify and map the locations where existing wildlife lives, breeds, and forages		\$0.00		\$0.00		\$0.00					\$0.00
• Identify areas where wildlife can be relocated		\$0.00		\$0.00		\$0.00					\$0.00
• Identify and map maintenance activities and areas		\$0.00		\$0.00		\$0.00					\$0.00
• Identify areas vegetation & wildlife cannot inhabit (comply with USACE Insp. Rpt(s) and Tech. Ltr ETL 1110-2-571)		\$0.00		\$0.00		\$0.00					\$0.00
• Identify and define "primary maintenance", "moderate maintenance", and "low maintenance" activity areas		\$0.00	1	\$175.00	4	\$460.00					\$0.00
• Identify and describe the maintenance activity and its purpose in each area		\$0.00		\$0.00		\$0.00					\$0.00
• Identify annual maint. frequency activity within areas based on vegetation growth nesting/mating seasons		\$0.00		\$0.00		\$0.00					\$0.00
• Identify what time of year these maintenance activities must be performed		\$0.00		\$0.00		\$0.00					\$0.00
• Identify areas and solutions to ensure wildlife and wildlife habitats do not interfere with maintenance areas		\$0.00		\$0.00		\$0.00					\$0.00
• Determine how areas can be integrated & maintained (comply with the USACE Insp. Rpt(s) and Tech. Ltr ETL1110-2-571)		\$0.00	2	\$350.00	4	\$460.00					\$0.00
• Identify and map current locations of artificial burrows installed by NMSU for burrowing owls		\$0.00		\$0.00		\$0.00					\$0.00
<b>Subtotal</b>		\$0.00	3	\$525.00	15	\$1,725.00					\$2,250.00
<b>C. Evaluate the upstream side and slopes/embankments of the LC Dam with regard to the growth of vegetation</b>											
• Determine/outline short-term strategies (comply with the NMOSE Guidelines for Woody Vegetation Removal on Dams)	0	\$0.00	2	\$350.00	12	\$1,380.00					\$0.00
• Determine/outline long-term strategies (comply with NMOSE Guidelines for Woody Vegetation Removal on Dams)	0	\$0.00	4	\$700.00	24	\$2,760.00					\$0.00
• Integrate O&M practices (incorporating veg. mgmnt., identify innovative ideas to incorporate LID)	2	\$400.00	6	\$1,050.00	12	\$1,380.00					\$0.00
• Coordination	2	\$400.00	20	\$3,500.00	88	\$10,120.00					\$0.00
<b>Subtotal</b>		\$400.00	20	\$3,500.00	88	\$10,120.00					\$14,020.00
<b>D. Evaluate the diversion channel to determine the most efficient, economical, and required hydraulic width to minimize maintenance and erosion using sound engineering methodologies.</b>											
• Evaluate channel to determine the most efficient, economical, & required hydraulic width		\$0.00	2	\$350.00	16	\$1,840.00					\$0.00
• Determine the max. width along both sides of the diversion channel that must remain clear of vegetation		\$0.00	1	\$175.00	8	\$920.00					\$0.00
• Develop Plan & Profile of Channel		\$0.00	2	\$350.00	12	\$1,380.00			8	\$560.00	\$0.00

Sites Southwest Person Hours and Fees for Las Cruces Flood Control Dam Comprehensive Maintenance Plan

September 29, 2011

Task Description	BHI												TOTAL
	Principal Engineer		Project Engineer		Staff Engineer		Tech Specialist						
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
Review 3 Sediment Prone Areas and Develop Sediment Removal Plan/Procedure		\$200.00		\$175.00		\$115.00		\$115.00		\$70.00		\$280.00	
Coordination	2	\$400.00	3	\$525.00	8	\$920.00	4	\$2760.00	4	\$280.00		\$0.00	
Subtotal	2	\$400.00	9	\$1,575.00	68	\$7,820.00	12	\$840.00	12	\$840.00		\$0.00	\$10,635.00
<b>E. Comprehensive Maintenance Plan</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Quantify potential negative & positive impacts to both the FC structure and the surrounding ecology		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Identify vegetation mitigation methods: active and passive		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Identify whether lack of vegetation & animal management is high, medium-moderate, or low risk		\$0.00		\$350.00	4	\$460.00		\$0.00		\$0.00		\$0.00	
Provide a risk management plan/outline for implementation of mitigation in terms of maintenance and related costs.		\$0.00		\$700.00	12	\$1,380.00		\$0.00		\$0.00		\$0.00	
Provide this LC Dam Comprehensive Maintenance Plan in a phased approach based on risk levels.		\$0.00		\$1,400.00	18	\$2,070.00		\$0.00		\$0.00		\$0.00	
determine whether pedestrian crossings are feasible.		\$32.00		\$350.00	8	\$920.00		\$0.00		\$0.00		\$0.00	
Draft Production		\$0.00		\$350.00	8	\$920.00		\$0.00		\$0.00		\$0.00	
Final Draft Production		\$0.00		\$350.00	8	\$920.00		\$0.00		\$0.00		\$0.00	
Final Production		\$0.00		\$87.50	2	\$230.00		\$0.00		\$0.00		\$0.00	
Coordination	4	\$800.00	4	\$700.00	8	\$920.00		\$0.00		\$0.00		\$0.00	
Subtotal	4	\$800.00	28.5	\$4,987.50	88	\$10,120.00		\$0.00		\$0.00		\$0.00	\$15,907.50
<b>F. Special Flood Hazard Area, the evaluation must comply with FEMA CFR 44 and related requirements.</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Coordination	2	\$400.00	0	\$0.00	8	\$920.00	0	\$0.00	0	\$0.00		\$0.00	\$1,320.00
Subtotal	2	\$400.00	0	\$0.00	8	\$920.00	0	\$0.00	0	\$0.00		\$0.00	\$1,320.00
<b>G. Meetings and Coordination</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Coordination Conference Calls Bi-Weekly (12)		\$0.00		\$2,100.00	12	\$1,380.00		\$0.00		\$0.00		\$0.00	
Review and Coordination Meetings (4)		\$0.00		\$700.00	4	\$460.00		\$0.00		\$0.00		\$0.00	
Public Hearings (3)		\$0.00		\$1,050.00	30	\$3,450.00		\$0.00		\$0.00		\$0.00	
Coordination/Administration	4	\$800.00	12	\$2,100.00	8	\$920.00		\$0.00		\$0.00		\$0.00	
Submittal Review Coordination	0	\$0.00	4	\$700.00	12	\$1,380.00		\$0.00		\$0.00		\$0.00	
Quality Control Implementation and Review	6	\$1,200.00	16	\$2,800.00		\$0.00		\$0.00		\$0.00		\$0.00	
Reimbursable Expenses (travel to LC(10 trips), Submittals (5 hardcopy, 3 CD's x 3)	10	\$2,000.00	54	\$10,650.00	66	\$10,090.00		\$0.00		\$0.00		\$0.00	\$23,300.00
Subtotal	21	\$0.00	133	\$24,475.00	367	\$44,705.00	20	\$1,400.00	20	\$1,400.00		\$0.00	\$74,780.00
<b>Grand Total</b>		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	

## DRGS LC Dam Budget

	HOURS
Biological Site Survey including T & E Species, Critical Habitat, Physical property survey, complete walkthrough (Dave & Ashli) Survey report (Ashli)	24
Document Review Review by Biologist (Ashli) Review by Senior Environmental Specialist (Chris)	12
Ecological Maintenance Plan Prepared by Biologist (Ashli) Prepared by Senior Environmental Specialist (Chris) Editorial support (Dave)	34
Travel Roundtrip (Dave & Ashli)	13
 MISCELLANEOUS COST:	
Mileage: 446 miles x \$0.51 per mile*	\$227.46
Printing:	\$50
 <b>TOTAL PROJECT COST (DRGS – Lump Sum): \$6,582</b>	