

AMENDMENT NO. 8
To the
AMENDED AND RESTATED AGREEMENT FOR
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES
SUPPORTING WATER SERVICES
FOR LAS CAMPANAS WATER AND SEWER COOPERATIVE

THIS AMENDMENT NO. 8 (the "Amendment") to the Amended and Restated Agreement for Operations, Maintenance and Management Services for Las Campanas Water and Sewer Cooperative (the "Agreement") is made effective this 14th day of February, 2018, between Las Campanas Water and Sewer Cooperative (formerly known as Las Campanas Sewer Cooperative, Inc.), whose address for purposes of any formal notice is 13 Plaza Nueva, Unit B, Santa Fe, New Mexico, 87507 (hereinafter "Owner") and Operations Management International, Inc., whose address for purposes of any formal notice is 9191 S. Jamaica Street, Suite 400, Englewood, CO 80112 (hereinafter "CH2M HILL OMI"). Owner and CH2M HILL OMI are collectively referred to as the "Parties".

RECITALS

WHEREAS, Owner and CH2M HILL OMI entered into an Amended and Restated Agreement for Operations, Maintenance and Management Services for Las Campanas Homeowners Water Cooperative, Inc. effective December 1, 2010;

WHEREAS, effective as of June 1, 2012, the legal name of the Owner was changed to the Las Campanas Water and Sewer Cooperative.

NOW THEREFORE, Owner and CH2M HILL OMI hereby agree as follows:

1. Article B.1.10 is hereby added to this Agreement:

B.1.10 CH2M HILL OMI will document all new water service construction and include such data in Owner's GIS mapping system. Owner shall provide CH2M HILL OMI with applicable GIS format and instructions through Owner's GIS developer. Owner shall be responsible for obtaining engineering and design and other required services to document all new water service construction performed by others, including the creation of field drawings and electronic files for the mapping system. CH2M HILL OMI shall be responsible for creating field drawings and electronic files of any new water service construction performed by CH2M HILL OMI, or as requested by Owner, which shall be transmitted to Owner by CH2M HILL OMI. All new water service construction documentation shall be included in the Facilities plans and inventory and system documentation.

The Arc-GIS Mapping system is supported in a CH2M HILL OMI server and any cost associated will be incidental. There is a one-time fee from Santa Fe County; Owner will be responsible for that fee.

2. Article E.1.1 is deleted in its entirety and is replaced by the following Article E.1.1 as follows:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a Total Contract Value of Two Hundred Ninety Six Thousand Two

Hundred Thirty Four Dollars (\$296,234) plus New Mexico Gross Receipt Tax beginning December 1, 2018 through November 30, 2019. The Total Contract Value includes an adjusted Base Fee of \$236,984 plus Annual Repairs of \$5,000 as described in Article E.1.3 and Solids Disposal costs of \$48,000 as described in Article E.1.8 and additional GIS scope of \$6,250 described in Article E.1.9. Subsequent year's base fees shall be determined as hereinafter specified.

2. Article E.1.3 is deleted in its entirety and is replaced by the following Article E.1.8 as follows:

E.1.3 The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of Five Thousand Dollars (\$5,000.00). CH2M HILL OMI shall provide Owner with a detailed invoice of Repairs cost over the annual Repairs Limit, and Owner shall pay CH2M HILL OMI for all Repairs Cost in excess of such limit. CH2M HILL OMI will rebate to Owner the entire amount that actual Repair Cost are less than the annual Repairs Limit in any year of this Agreement.

3. Article E.1.8 is deleted in its entirety and is replaced by the following Article E.1.8 as follows:

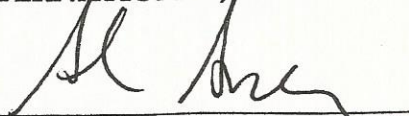
E.1.8 The total amount CH2M HILL OMI shall be required to pay for Solids Disposal Cost shall not exceed the annual Solids Disposal Limit of Forty Eight Thousand Dollars (\$48,000.00) during the period identified in Article E.1.1. CH2M HILL OMI shall provide Owner with a detailed invoice of Solids Disposal Cost over the annual Solids Disposal Limit and Owner shall pay CH2M HILL OMI for all Solids Disposal Cost in excess of such limit. CH2M HILL OMI will rebate to the Owner the entire amount that actual Solids Disposal cost are less than the annual Solids Disposal Limit in any year of this Agreement.

4. Article E.1.9 is hereby added to this Agreement as follows:

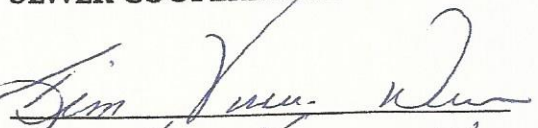
E.1.9 CH2M HILL OMI will provide a total of 120 hours of annual support of the Arc-GIS mapping of the Las Campanas Water and Sewer Coop service area. This also includes 2 annual visits to the site. The total annual support hours are to be shared between the Las Campanas Sewer and the Las Campanas Water Agreements where 60 hours for Six Thousand Two Hundred Fifty Dollars (\$6,250) are authorized under this Agreement. If the annual support hours exceed the 120 hours (60 hours per Agreement), there will be a \$120 per hour charge plus any extra travel cost.

All other terms and conditions of the original Amended and Restated Agreement shall remain in effect. The Parties hereby approve this Amendment as is indicated by the signatures of their authorized representatives, below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**


Name: Gary Young *Andy Appleton*
Title: Manager of Projects *vice President*
Date: _____

**LAS CAMPANAS WATER AND
SEWER COOPERATIVE**


Name: Jim Yisser-Weinmann
Title: General Manager
Date: 2.4.2019