CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Hazen and Sawyer Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - Rick Carpenter

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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Approved Procurement Checklist (by Purchasing)
Departments Recommendation of Award Memo addressed to Finance
Tabulation Evaluation score sheet
BAR
FIR
Contract, Agreement or Amendment
Current Business Registration and CRS numbers on contract or agreement
Summary of Contracts and Agreements form
Certificate of Insurance
Other: ___________________________

Rick Carpenter, Interim Water Division Director

Department Rep Printed Name and Title

Shirley Rodriguez 02/27/19

Department Rep Signature attesting that all information included

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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Final RFP Document
Copy of legal solicitation published in the newspaper, website, etc.
All addendums
Plan holders list
Copies of all RFP submittals
Complete evaluation score sheets
Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
Oral presentations (sign-in sheets, presentation materials, etc.)

*
Document: Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
Reference Reviews/Reference Check Questionnaires
Pricing evaluation
Final overall evaluation matrix or summary of evaluator scores
Other: ____________________________

AWARD*

YES ☑ N/A

☑ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☑ ☐ Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☑ ☐ Contract Award Notice
☑ ☐ Email or notification sent to all Proponent(s)/Offerors that award was made
☑ ☐ Waiver or “No Action Taken” from Procurement Office
☑ ☐ If IFB and not awarded to lowest responsive, responsible bidder; written explanation
Other: ____________________________

DISCLOSURES*

YES ☑ N/A

Contractor Disclosures & Conflicts of Interest
Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest
Purchasing Office Letter or e-mail to designated individual regarding potential conflict
Conflict of Interest Form signed by all parties
Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures
Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest
Purchasing Officer Letter or email to designated individual regarding potential conflict
Conflict of Interest form signed by all parties
Letter from Legal Office regarding the potential conflict
Other: ____________________________

CONTRACT*

YES ☑ N/A

☑ ☐ Copy of Executed Contract
☑ ☐ Copy of all documentation presented to the Committees
☑ ☐ Finalized Council Committee Minutes
☑ ☐ Other: ____________________________

MISCELLANEOUS FILE*

YES ☑ N/A

☐ ☐ Local Preference Form
☐ ☐ New Mexico Residence Form
☐ ☐ Veterans Exemption
☑ ☐ Other: ____________________________

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*
PROTEST (If applicable)*

YES  N/A

☐  ☒  Documentation from protester filed with the Purchasing Office
☐  ☒  Letter from Department to Purchasing Office Providing response to protest
☐  ☐  Letter from Purchasing Officer to protester and Department on final outcome
☐  ☐  Other: __________________________________________

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES  N/A

☒  ☐  Original proposal(s) with no redactions

____________________________________________________
Department Rep Printed Name and Title

____________________________________________________
Department Rep Signature attesting that all information included
Date: March 06, 2019

To: Public Utilities and Finance Committees

From: Bill Schneider, P.G., Water Resources Coordinator

Via: Shannon Jones, Public Utilities Department Director
      Rick Carpenter, Acting Water Division Director
      Brian Snyder, Water Division Engineering Supervisor

RE: Request to award 2 contracts for ‘19/16/P for On Call Engineering Services for Water System Capital Improvements Program (CIP)

ITEM AND ISSUE:

The Water Division requests to award 2 contracts in response to the request for proposals (RFP) ‘19/16/P for On Call Engineering Services for Water System Capital Improvements Program (CIP) to Hazen ($450,000) and Carollo Engineers ($385,000) excluding NMGRT; and request approval of BAR Budget Increase in the amount of $835,000 excluding GRT.

BACKGROUND AND SUMMARY:

The requested contracts are proposed to be utilized by the Water Division (WD) to complete several large and complex engineering and water resources projects as outlined in the WD CIP Budget for FY19-20 (Attachment 1). Specific CIP project needs are detailed in the Project Descriptions (Attachment 2). The contract period for both will extend through June 30, 2020. On Call Engineering Services are listed in the Public Utilities Department CIP Budget as Line Item #2 and is funded from Water Division rate-based cash balance.

The Proposal Evaluation Committee was comprised of licensed professional engineers and geologist and collectively scored these 2 firms notably highest amongst the 7 proposals received. The Committee concluded the Hazen and Carollo teams demonstrated the strongest technical and project management proficiency with demonstrated municipal water expertise in water management, water treatment, water distribution and storage, and water quality. Most importantly, both firms showed a high level of understanding of Santa Fe’s complex water system and water supply and water rights as evident by the detailed work plans they prepared for specific Santa Fe CIP technical challenges listed in the RFP. These 2 firms showed the most diverse and well balanced proposal teams that include subcontractors Molzen and Corbin and John Shomaker that provides a balanced range of expertise and proven Santa Fe experience.

The WD intends to acquire greater and more diverse engineering expertise and robust competition by procuring 2 contracts given the wide range of engineering needs under its CIP. The Water Division is targeting key CIP projects such as those specified under City Wellfield Optimization (Fund 5313),
Transmission and Distribution (Fund 5304), and Tanks and Booster Stations (Fund 5355) to implement under these contracts. Wastewater and Conservation intends to utilize these contracts to expedite wastewater treatment optimization and conservation planning efforts, respectively.

The proposal evaluation scores are listed below.

![Evaluation Scores]

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<tr>
<th>Reviewer</th>
<th>Hazen</th>
<th>Stantec</th>
<th>Carollo</th>
<th>FEI</th>
<th>Bohannon Houston</th>
<th>AECOM</th>
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<td>840</td>
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**FUNDING:**

Funds for this work will be available in Business Unit, Line Items 52354.572960 in the total amount of $835,000 excluding GRT upon approval of the attached BAR.

**RECOMMENDATION:**

The Water Division recommends:

- Review and approval of award of contract to Hazen for On Call Engineering Services for Water System Capital Improvements Program (CIP) for $450,000 excluding GRT.

- Review and approval of award of contract to Carollo Engineers for On Call Engineering Services for Water System Capital Improvements Program (CIP) for $385,000 excluding GRT.

CC:

Enclosures: CIP XLS and project descriptions
Evaluation Scores
‘19/16/P
ON-CALL ENGINEERING SERVICES
FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM

### Written Evaluation Scores

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CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and Hazen and Sawyer, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.
   A. The Contractor shall perform On-Call Engineering Services for the City as follows and as described in Exhibit “A” attached hereto and incorporated herein:
      1) Technical water resources engineering and feasibility studies,
      2) Preliminary engineering services for design and construction,
      3) General engineering services for:
         a. Capital Improvements,
         b. Repair and rehabilitation related assessments,
         c. Upgrades and improvements,
         d. Design support, preparation of design specifications, and procurement support for CIP
      4) Water resources studies for:
         a. Supply and demand management
         b. Well field sustainability analyses
         c. Water budget and geohydrologic modeling analyses
         d. Permitting
      5) Permit related activities, compliance and litigation support,
      6) Water utility management support for:
         a. Asset management
         b. Water loss audit
         c. Federal and State funding applications

2. Compensation.
   A. The City shall pay to the Contractor in full payment for services satisfactorily performed at The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit “A” attached hereto, such compensation not to exceed four hundred fifty thousand dollars ($450,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty seven thousand nine hundred sixty eight dollars and seventy five cents ($37,968.75) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred eighty seven thousand nine hundred sixty eight dollars and seventy five cents ($487,968.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the
services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3. **Term.**

   THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

   A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City’s sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor’s receipt of the notice of termination, if the City is the terminating party, or the Contractor’s sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City’s OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.**
B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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

7. Assignment.
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

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

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor’s representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. **Amendment.**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.
14. **Merger.**
This Agreement incorporates all the Agreements, covenants and understandings between
the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and
understandings have been merged into this written Agreement. No prior Agreement or
understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless
embodied in this Agreement.

15. **Penalties for violation of law.**
The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil
and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose
felony penalties for illegal bribes, gratuities and kickbacks.

16. **Equal Opportunity Compliance.**
The Contractor agrees to abide by all federal and state laws and rules and regulations, and
Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such
laws of the State of New Mexico, the Contractor assures that no person in the United States shall,
on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental
handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity,
be excluded from employment with or participation in, be denied the benefits of, or be otherwise
subjected to discrimination under any program or activity performed under this Agreement. If
Contractor is found not to be in compliance with these requirements during the life of this
Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**
The laws of the State of New Mexico shall govern this Agreement, without giving effect
to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent
jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,
Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico
over any and all lawsuits arising under or out of any term of this Agreement.

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

19. **Professional Liability Insurance.** Contractor shall maintain professional liability
insurance throughout the term of this Agreement providing a minimum coverage in the amount
required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof
of insurance of Contractor's compliance with the provisions of this section as a condition prior to
performing services under this Agreement.

20. **Other Insurance**
If the services contemplated under this Agreement will be performed on or in City facilities
or property, Contractor shall maintain in force during the entire term of this Agreement, the
following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**
   The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement’s term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

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

23. **New Mexico Tort Claims Act**
   Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any
provision of the New Mexico Tort Claims Act.

24. **Invalid Term or Condition.**
    If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. **Enforcement of Agreement.**
    A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

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

    To the City:
    Water Division Director
    801 W. San Mateo
    Santa Fe, NM 87505

    To the Contractor:
    Greg Gates, P.E.
    Hazen Sawyer
    100 Sun Ave NE, Suite 650
    Albuquerque, NM 87109

27. **Authority.**
    If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE: 

CONTRACTOR: 
    Hazen Sawyer

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: __________________

DATE: __________________

CRS# __________________

Registration # __________
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

[Signature]
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52354.572960
Business Unit Line Item
EXHIBIT “A”

1) **Technical Water Resources Engineering and Feasibility Studies**
   The types of services anticipated under this category shall include, at a minimum, the following:
   
   a. Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.
   
   b. Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.
   
   c. Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.
   
   d. Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

2) **Preliminary Engineering Services for Design and Construction**
   The types of services anticipated under this category shall include, at a minimum, the following:
   
   a. Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.
   
   b. Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.
   
   c. Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.
   
   d. Develop a design and construction schedule.

3) **General Engineering**
   The types of services anticipated under this category shall include, at a minimum, the following:
a. Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

b. Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

c. Address right of way and easement issues.

d. Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

e. Updates and revisions to the water distribution and storage master plan, as-needed.

f. Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability.

4) Water Resources Studies
The types of services anticipated under this category shall include, at a minimum, the following:

a. Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

b. Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

c. Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.

d. Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).
e. Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

f. Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

5) Permit Related Activities, Compliance and Litigation Support
The types of services anticipated under this category shall include, at a minimum, the following:

a. Surface and groundwater water right permitting and applications.

b. Inter-state compact compliance, permitting and accounting.

c. Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

d. Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

6) Water Utility Management
The types of services anticipated under this category shall include, at a minimum, the following:

a. Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

b. Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

c. Support City pursuit of federal and state grant funding applications.

d. Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.
## Project Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Task Description</th>
<th>Duration, weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>14</td>
</tr>
<tr>
<td>2</td>
<td>Define Goals</td>
<td>2</td>
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<tr>
<td>3</td>
<td>Review and Refine Alternatives</td>
<td>3</td>
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<tr>
<td>4</td>
<td>Develop Evaluation Criteria</td>
<td>2</td>
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<tr>
<td>5</td>
<td>Evaluate Alternatives</td>
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</tr>
<tr>
<td>6</td>
<td>Prepare Action Plan</td>
<td>5</td>
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<td></td>
<td>Draft Plan</td>
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<td></td>
<td>City Review</td>
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<td></td>
<td>Final Plan</td>
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### Budget

<table>
<thead>
<tr>
<th>Staff</th>
<th>Brad Reisinger</th>
<th>Wyatt Dressler</th>
<th>Charline Ten Eyck</th>
<th>Steve Morrow</th>
<th>Daniel Gonzalez</th>
<th>John Olin Pase</th>
<th>Brent Quam</th>
<th>Labor (Molzen)</th>
<th>Labor (Molzen + 10%)</th>
<th>Labor Expense</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Hourly Rate</td>
<td>$170</td>
<td>$170</td>
<td>$215</td>
<td>$130</td>
<td>$190</td>
<td>$215</td>
<td>$195</td>
<td>$16,914</td>
<td>$20,805</td>
<td>$653</td>
<td>$31,178</td>
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<td>Task 1: Preliminary Design</td>
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<td>$16,914</td>
<td>$20,805</td>
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<td>Task 6: Bid Phase</td>
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<td>10</td>
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<td>0</td>
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<td>$11,900</td>
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</table>

Hazen and Sawyer
Section J

Statement of Wages and Direct Costs

Compensation will be on a time and expense basis or lump sum as negotiated by task, with labor billed based on the hourly rate sheet presented below (exclusive of New Mexico Gross Receipts Tax [NMGRT]). Rates presented will be escalated annually on the contract date by 3 percent.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hourly Rate (Exclusive of NMGRT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vice President, Project Director</td>
<td>$310</td>
</tr>
<tr>
<td>Senior Associate</td>
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<tr>
<td>Associate</td>
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</tr>
<tr>
<td>Senior Principal Engineer</td>
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<tr>
<td>Principal Engineer</td>
<td>$150</td>
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<td>Assistant Engineer</td>
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</tr>
<tr>
<td>Technician</td>
<td>$100</td>
</tr>
</tbody>
</table>

Subconsultant expenses will be billed at actual cost, plus 10 percent.

Expenses will be invoiced at actual cost or standard rates (e.g. standard mileage rate). Expenses will include travel or other similar costs incurred in performance of the work.
# City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1. **FOR:** ORIGINAL CONTRACT [✓] or CONTRACT AMENDMENT [ ]

2. Name of Contractor: Hazen Sawyer

3. Complete information requested
   - Original Contract Amount: $450,000.00
   - Termination Date: June 30, 2020
   - Approved by Council: Date: pending
   - or by City Manager: Date: 

**Contract is for:** Original On Call Contract

---

**Amendment #** to the Original Contract#

Increase/(Decrease) Amount $

Extend Termination Date to:
   - Approved by Council: 
   - or by City Manager: Date: 

**Amendment is for:**

---

4. **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)
   - Amount $450,000.00 of original Contract# Termination Date: 
     - Reason: Original Contract
   - Amount $ amendment Termination Date: 
     - Reason: 
   - Amount $ amendment # Termination Date: 
     - Reasc 
   - Amount $ amendment # Termination Date: 
     - Reason: 

Total of Original Contract plus all amendments: $450,000.00
City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 Procurement Method of Original Contract: (complete one of the lines)
   RFP# 19/16/P ________________________________ Date: November 9, 2018
   RFQ □ ________________________________ Date: __________________
   Sole Source □ ________________________________ Date: __________________
   Other __________________________________________

6 Procurement History: Year 1.5 of 4
   example: (First year of 4 year contract)
   ________________________________
   Shirley Rodriguez
   Purchasing Officer Review
   Comments or Exceptions: __________________________________________

7 Funding Source: Water CIP Fund ________________ BU/Line Item: ____________ 52354.572960
   ________________________________
   Budget Officer Approval
   Comments or Exceptions: __________________________________________

8 Any out-of-the ordinary or unusual issues or concerns:
   N/A
   (Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez
   Phone # 4271 ________________________________

10 Certificate of Insurance attached. (if original Contract) ✓

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # ________________________________

Date of contract Executed (i.e., signed by all parties): ________________________________

Note: If further information needs to be included, attach a separate memo.

Comments:
Public License Information

License Number: 19-00155538  
Business Control: 0073292  
Location ID: 000034965

Business Name & Address
HAZEN AND SAWYER DPC
SF COUNTY
SANTA FE NM 87501

Mailing Address
498 7TH AVE 11TH FL
NEW YORK CITY NY 10018

Date Opened: 
Contractor Flag: 
Type of Ownership: C
Status: Active

Business Phone: (505) 835-6800

Owner Information
GATES GREGORY

License Information
Classification: 010COUN BUSINESS LOCATED OUT OF CITY LIMITS
License Status, Date: ACTIVE, 02/14/2019
Appl, Issue Date: 02/14/2019, 02/14/2019
License Valid Thru Date: 12/31/2019
**CERTIFICATE OF LIABILITY INSURANCE**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### COVERAGES

<table>
<thead>
<tr>
<th>INSURER</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>X0UUNU0890</td>
<td>BODILY INJURY (Per person) 1,000,000</td>
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<tr>
<td></td>
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<td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) 1,000,000</td>
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<td>MED EXP (Any one person) 10,000</td>
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<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY 1,000,000</td>
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<td>GENERAL AGGREGATE 2,000,000</td>
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<td>PRODUCTS COMP/OP AGG 2,000,000</td>
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<td></td>
<td>Emp. Benefits 1,000,000</td>
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<td>B</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>ANY AUTO OWNED</td>
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<td>HIRED, NON-OWNED</td>
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<td>SCHEDULED AUTOS</td>
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<td>GENERAL LIMITS</td>
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<td>RETENTION $1,000</td>
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<td>X0WBAT3837</td>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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<td>E.L. EACH ACCIDENT</td>
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<td>E.L. DISEASE - EA EMPLOYEE</td>
</tr>
<tr>
<td></td>
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<td>E.L. DISEASE - POLICY LIMIT</td>
</tr>
</tbody>
</table>

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The City of Santa Fe is included as additional insured with respect to General Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

### CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road
Building "H"
Santa Fe, NM 87505

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ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
   or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.