

# 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\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Rick Carpenter, Interim Water Division Director  
 Department Rep Printed Name and Title

[Signature]  
 Department Rep Signature attesting that all information included

Shirley Rodriguez                      02/27/19  
 Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR BID FILE\***

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

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores   |
| <input type="checkbox"/> | <input type="checkbox"/>            | Other: _____   |

**AWARD\***

**YES    N/A**

- |                                     |                                     |  |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Fully executed Memo to Committees from the Department with recommendation of award           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Contract Award Notice  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Email or notification sent to all Proponent(s)/Offerors that award was made                  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation         |
| <input type="checkbox"/>            | <input type="checkbox"/>            | Other: _____   |

**DISCLOSURES\***

**YES    N/A**

- |   |                                     |  |
|---|-------------------------------------|--|
| <b>Contractor Disclosures &amp; Conflicts of Interest</b> |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))            |
| <b>Contractor –Conflicts of Interest</b>                  |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict                          |
| <b>Subcontractor Disclosures</b>                          |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s)                             |
| <b>Subcontractor –Conflicts of Interest</b>               |                                     |  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties  |
| <input type="checkbox"/>                                  | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict                                |
| <input type="checkbox"/>                                  | <input type="checkbox"/>            | Other: _____   |

**CONTRACT\***

**YES    N/A**

- |                                     |                          |   |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract                             |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Other: _____  |

**MISCELLANEOUS FILE\***

**YES    N/A**

- |                          |                          |                           |
|--------------------------|--------------------------|---------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | Local Preference Form     |
| <input type="checkbox"/> | <input type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Veterans Exemption        |
| <input type="checkbox"/> | <input type="checkbox"/> | 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**

- |                          |                                     |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation from protester filed with the Purchasing Office               |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Department to Purchasing Office Providing response to protest   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Purchasing Officer to protester and Department on final outcome |
| <input type="checkbox"/> | <input type="checkbox"/>            | 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**

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Original proposal (s) with no redactions |
|-------------------------------------|--------------------------|--|

\_\_\_\_\_  
Department Rep Printed Name and Title

\_\_\_\_\_  
Department Rep Signature attesting that all information included

# City of Santa Fe, New Mexico

# memo

**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  
'19/16/P  
ON-CALL ENGINEERING SERVICES  
FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM**

**Written Evaluation Scores**

<b>Reviewer</b>	<b>Hazen</b>	<b>Stantec</b>	<b>Carollo</b>	<b>FEI</b>	<b>Bohannon Houston</b>	<b>AECOM</b>	<b>NCS</b>
1	840	685	847.50	855	745	705	680
2	890	905	915	690	885	870	730
3	930	775	915	845	785	810	750
<b>Final Score</b>	<b>2660</b>	<b>2365</b>	<b>2677.50</b>	<b>2390</b>	<b>2415</b>	<b>2385</b>	<b>2160</b>

**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**

<b>Hazen</b>	<b>Stantec</b>	<b>Carollo</b>	<b>FEI</b>	<b>Bohannon Houston</b>	<b>AECOM</b>	<b>NCS</b>
840	685	847.50	855	745	705	680
890	905	915	690	885	870	730
930	775	915	845	785	810	750
<b>2660</b>	<b>2365</b>	<b>2677.50</b>	<b>2390</b>	<b>2415</b>	<b>2385</b>	<b>2160</b>

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 1, 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.

**6. Status of Contractor.**

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.

**9. Release.**

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 # \_\_\_\_\_



## 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.

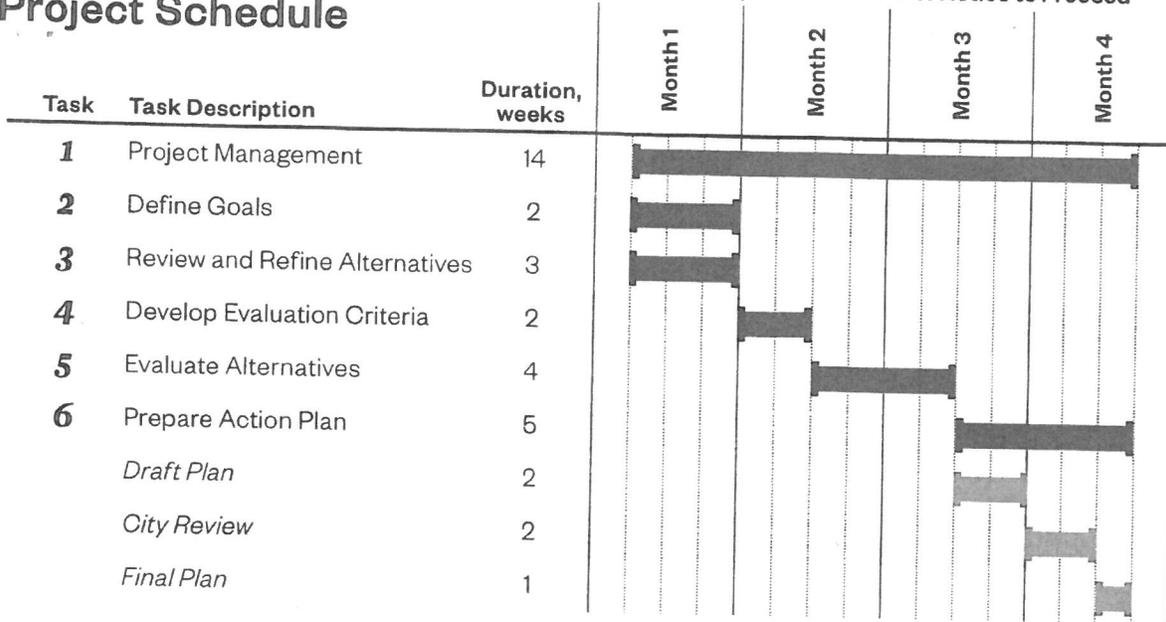
**6) Water Utility Management**

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

Time Elapsed from Date of Notice to Proceed



# Budget

Staff	Brad Reisinger	Wyatt Dressler	Clayton Ten Eyck	Steve Morrow	Daniel Gonzales	John Quinn Pate	Bryant Ouam	Labor (Hazen)	Labor (Molzen)	Labor (Molzen + 10%)	Expenses	Total
Hourly Rate	\$170	\$170	\$215	\$130	\$190	\$215	\$195					
Task 1: Preliminary Design	32	24	76	0	14	0		\$9,520	\$18,914	\$20,805	\$853	\$31,178
Task 2: 30% Conceptual Design	36	18	210	25	14	4		\$9,180	\$51,989	\$57,188	\$1,835	\$68,203
Task 3: 60% Preliminary Design	36	20	203	31	46	25		\$9,520	\$61,845	\$68,030	\$2,141	\$79,690
Task 4: 90% Pre-Final Design	36	16	81	59	91	8		\$8,840	\$44,198	\$48,618	\$1,591	\$59,049
Task 5: 100% Final Design	18	8	10	3	4	1		\$4,420	\$3,570	\$3,927	\$240	\$8,587
Task 6: Bid Phase	12	8	10	1	1	1		\$3,400	\$2,856	\$3,142	\$188	\$6,729
Task 7: Construction Administration	50	20	266	25	108	14	511	\$11,900	\$183,603	\$201,963	\$5,865	\$219,728
<b>Total</b>	<b>220</b>	<b>114</b>	<b>855</b>	<b>144</b>	<b>279</b>	<b>55</b>	<b>511</b>	<b>\$56,780</b>	<b>\$366,975</b>	<b>\$403,673</b>	<b>\$12,713</b>	<b>\$473,165</b>

10/2-013

## 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.

<b>Category</b>	<b>Hourly Rate (Exclusive of NMGRT)</b>
<b>Vice President, Project Director</b>	\$310
<b>Senior Associate</b>	\$250
<b>Associate</b>	\$200
<b>Senior Principal Engineer</b>	\$170
<b>Principal Engineer</b>	\$150
<b>Assistant Engineer</b>	\$120
<b>Technician</b>	\$100

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**

RECEIVED  
PS 001403  
FEB 14 2021  
FINANCE DEPT  
CITY OF SANTA FE

**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  Plus GRT  
 Inclusive of GRT

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)  Plus GRT  
 Inclusive of GRT

Amount \$ 450,000.00 of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: Original Contract

Amount \$ \_\_\_\_\_ amendment \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

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

APU 2/14/19  
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).

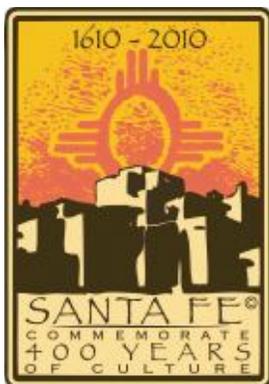
**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

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

**Comments:**



## Business Licenses

- [Home](#)
- [License Information](#) ▶
- [Renew License](#)
- [Email Us](#)

### Public License Information

[Renew License](#)

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

#### Business Name & Address

HAZEN AND SAWYER DPC  
 SF COUNTY  
 SANTA FE NM 87501

**Date Opened:**

**Business Phone:** (505) 835-6800

#### Mailing Address

498 7TH AVE 11TH FL

NEW YORK CITY NY 10018

**Contractor Flag:**

**Type of Ownership:** C

**Status:** Active

#### 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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **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.