



The Purchasing Memo

Date: April 9, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: William Schneider, Water Resources and Conservation Supervisor

Via: Jesse Roach, Public Utilities Department Director

Subject: Amendment to Remove Fiscal Year Compensation Amount Limit

Vendor Name: Hazen & Sawyer

Munis Vendor Number: 7789

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204162 with Hazen & Sawyer for Professional Services. Amendment 1 removes fiscal year compensation amount limits and changes the total contract amount, not to exceed eight million dollars (\$8,000,000.00) including NMGRT.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204162.

BACKGROUND AND SUMMARY:

The Water Division requires contract flexibility regarding the amount needed to compensate our on-call contract vendors for their services in a given fiscal year.

The on-call services nature of the contract necessitates the city's ability to compensate the vendor without fiscal year amount limits. Necessary on-call professional services for various CIP projects vary each fiscal year. With the contract providing the same limit amount of compensation for each fiscal year over the four-year contract term, the amount may either exceed that which is needed or fall short of that needed to compensate on-call vendors for services.

The original contract date was August 14, 2023. The City Clerk's Item number is 23-0516.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins **Date:** 04/10/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP.

RFP #23/59/P On-call Engineering Services for Water Resources Management and Planning

Chief Procurement Officer (CPO) / Designee: Shu Jinh **Date:** 04/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: The vendor is on-call to work on various projects and will note the project ledger number on invoices specific to their work.

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

1. Amendment 1
2. Original Contract Packet
3. Certificate of Liability Insurance

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.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2. E; and NMSA 1978, § 13-1-111;

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as an Contractor rendering services related to engineering services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four (4) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

A. The Contractor shall provide the following professional services for the City:

(1) Professional Services

The Contractor shall perform professional engineering services on an as-needed basis as directed by the City's representative. The Contractor shall have demonstrated expertise and experience in the areas of water resource planning and management; water supply; hydraulic and other modeling; water distribution and storage; water quality; wastewater; water system improvements; well field operations; and construction management and or inspection services for a variety projects and utility work assignments to include Water and Sanitary Sewer Lines and Water Systems Facilities including dams and Wastewater Facilities.

Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work (SOW) for any one project may involve some or all phases of project development and implementation which may include the following.

- Water resources studies for
 - Supply and demand management

- Wellfield sustainability analyses
 - Water budget and geohydrologic modeling analyses
 - Permitting
- Water utility management support for
 - Asset management
 - Water loss audit
 - Federal and State funding applications
- General engineering services for
 - Capital Improvements
 - Repair and rehabilitation related assessments
 - Upgrades and improvements
 - Third party design review
 - Dam safety
 - Procurement support for Capital Improvement Plan (CIP)
 - Bid phase support
- Water and Wastewater Treatment Processes and Engineering
- Engineering services for design and construction
 - Engineering design support and preparation of design documents and other technical specifications
 - Geotechnical and structural analysis
 - Field reconnaissance and surveys
 - Collecting field and other related data
 - Pipeline design and construction
 - Development of detailed construction cost estimates
 - Dam design and construction
 - Feasibility studies
- Permit related activities, compliance and litigation support
- Construction Management including:
 - Project coordination during construction
 - Construction meetings and Site visits
 - Requests for information
 - Submittal reviews
 - change orders and Change directives
 - Record drawings
 - Render interpretations of design documents as necessary
 - Review contractor(s) Submittals including record drawings for conformance with Design Documents
 - Respond to Requests for Information (RFI) related to the design submitted by contractor(s)
 - Deliverables

(2) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

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

- 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
- 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); 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool; and wastewater reuse, treatment and conservation plans
- 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
- Well design; well efficiency; well permitting; specific capacity and aquifer testing; sustainable well yield assessment; well redevelopment; well construction and repair; well permitting; and well siting
- Water supply prioritization; economics; availability and resiliency; and water supply infrastructure

(3) Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations
- Support City pursuit of federal and state grant funding applications

(4) General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints
- Address right of way and easement issues
- Updates and revisions to the water distribution and storage master plan, as needed
- 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

- Bid phase Support including written responses to questions from plan holders on design drawings and specifications

(5) Water and Wastewater Processes and Treatment

The types of services anticipated under this category shall include, at a minimum, the following:

- 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
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, dams, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses
- Production well design, construction, testing and sustainable operations
- Water quality and treatment, blending and distribution
- 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 Operating & Maintenance (O&M) costs

(6) Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects
- 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
- 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
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements
- Develop a design and construction schedule
- Manage construction-phase projects assuring adherence to related deliverables timeline and regulatory requirements
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support

(7) Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications
- Inter-state compact compliance, permitting and accounting
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance

(8) Construction Management:

The types of services anticipated under this category shall include, at a minimum, the following:

- Project coordination during construction
- Construction meetings and Site visits
- Requests for information
- Submittal reviews
- Change orders and change directives
- Record drawings
- Render interpretations of design documents as necessary
- Review contractor(s) Submittals including record drawings for conformance with Design Documents
- Respond to Requests for Information (RFI) related to the design submitted by the contractor(s)
- Deliverables

(9) Project Management

The Contractor shall provide project management throughout the duration of a given project with regular communication and coordination with the City. Project management tasks shall include:

- Maintaining a project work plan, schedule, and budget
- Project description and summary of deliverables
- Project meetings to establish work plan including project team members and responsibilities, quality and document control process, and communication protocols
- Monthly progress/status reports
- Regularly scheduled status meetings with the City
- Regular engagement with project stakeholders
- Monthly invoicing
- Delivery of work products that have been thoroughly reviewed with an established QA/QC process

Meetings will be held in City offices or remotely (as circumstances dictate) as requested by the City.

The City may request the Contractor provide a proposal to complete a scope of work for select engineering projects as defined by the City. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Task Orders will be negotiated and approved by the City Project Manager and Water Division Director.

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Contractor shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Contractor shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Contractor's contract rates, for accomplishing the work. Each proposal prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals for Task Orders under this Agreement must reference the Agreement/Contract number on the proposal to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Contractor's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.
- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Contractor initiating any work. The Contractor shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. The Contractor shall be responsible for any work not expressly set out in any Project Order, but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.
- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.
- The Contractor's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The successful Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Contractor or any employee, agent, or subcontractor of the Contractor under this Agreement. The Contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.

- The Contractor must acknowledge that approval by the City of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Contractor of their responsibility for the technical accuracy and adequacy of the work. The Contractor shall be and remain liable in accordance with applicable law for all damages to the City caused by the Contractor.
- All work must be done by or under the direct supervision of engineers and surveyors registered to practice in New Mexico.

The City is under no obligation to expend any amount of this funding and expenditures will be incurred on an as-needed basis to complete projects on the City's direction.

Specific deliverables, milestones, tasks, time sensitive reporting, data, plans, designs and or any other professional services request generated will made a part of specific Task Orders the City may assign the Contractor upon after execution of this Professional Services Agreement.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule determined based on the personnel conducting specific SOW services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed two million dollars (\$2,000,000.00) during the four-year contract term, excluding gross receipts tax. The New Mexico gross receipts tax 8.3125% levied on the amounts payable under this Agreement totaling one thousand sixty-six two hundred fifty dollars (\$166,250.00), 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 two million two hundred forty-nine thousand three hundred seventy-five dollars (\$2,166,250.00) 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.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of five hundred thousand dollars (\$500,000) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$41,562.50) shall be paid by the City to the Contractor.

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.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 13 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 13 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 13 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.

14. 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.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. 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.

17. 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.

18. 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 NMSA 1978, sec. 38-3-2. 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.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. Contractor shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability insurance with limits not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be specifically endorsed with a waiver of subrogation in favor of the City of Santa Fe their officials, officers, employees, and agents. 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.

20. 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.

21. 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. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident for all owned non-owned or hired automobiles used in the performance of services under this agreement.

C. Contractor shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance coverages and limits listed herein shall be considered a minimum requirements. No representation is made that these minimum insurance requirements are sufficient to cover the obligations of Contractor under this Agreement, nor are they intended to limit Contractor's indemnification obligations hereunder.

D. 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. Prior to the commencement of services under this Agreement, Contractor shall furnish the City with Certificate(s) of Insurance, along with the required applicable endorsements, evidencing the coverage and limits required herein. Acceptance of Contractor's Certificates of Insurance by the City does not relieve Contractor of the insurance requirements herein, nor decrease the liability of Contractor under this Agreement. 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.

E. **Claims-Made Coverage.** If any coverage is maintained on a claims-made basis (excepting Commercial General Liability which shall be written on an occurrence basis), the following shall apply:

(a) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

22. 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.

23. 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

of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act, error or omission, misconduct, or failure to 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.

A. **Claims Handling.** City shall tender any claim to Contractor within thirty (30) days of City receiving notice of the claim for which City may seek indemnity from Contractor as set forth hereinabove. Upon such notification, Contractor shall elect to defend such claim, with counsel of Contractor's choice. Contractor may settle any such claim as Contractor deems best, provided that Contractor consults with the City prior to such settlement. Contractor shall pay any settlement sum Contractor negotiates or satisfy any finding of liability as against Contractor as the result of Engineer's defense of such claim(s) and in doing so Contractor satisfies all indemnity obligations owed to City.

24. 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.

25. 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.

26. 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.

27. 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:

Jonna Leigh Stack
City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87515

To the Contractor:

Gregory Gates, PE
Hazen and Sawyer
100 Sun Ave NE, Suite 206
Albuquerque, NM 87109
505-259-1679 (mobile) | 505-217-7153 (office)
ggates@hazenandsawyer.com|

28. 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.

29. 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.

30. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

33. **Existing Contract.**

In accordance with NMSA 13-1-129 of Procurement Code Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the City of Santa Fe.

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

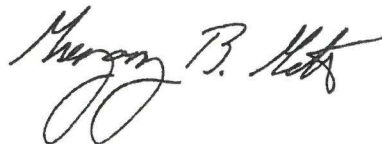
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Aug 14, 2023

CONTRACTOR: Hazen and Sawyer



TITLE: Vice President,
Water Resources Practice Lead

DATE: 7/13/2023

CRS# 03-405247-00-0

Registration # 19-00155538

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK
GB MTG 08/09/2023 XIV

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jul 13, 2023 09:34 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Aug 14, 2023 17:48 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.





City of Santa Fe, New Mexico


Memorandum



DATE: July 7, 2023

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director 
Jesse Roach, Santa Fe Water Division Director 

FROM: Jonna Leigh Stack, Project Administrator 
JLS

ITEM AND ISSUE:

Santa Fe Water Division Request for Approval of the four-year on-call engineering services Professional Services Agreement with Hazen and Sawyer for Capital Improvements Program (CIP) projects in the amount of \$2,166,250; Request for Approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of \$2,166,250. Jonna Leigh Stack, jstack@santafenm.gov, 505-955-4206

BACKGROUND AND SUMMARY:

The Santa Fe Water Division solicited proposals through a competitive bid process for an engineering firm to assist the WD with water resource management and planning, and with other engineering expertise to assist the WD in meeting CIP goals. The WD reviewed Hazen and Sawyer's (Hazen) proposal in response to the posted Request for Proposals and determined Hazen met all of the WD's needs. Hazen was the only engineering firm to provide a proposal for consideration and the WD finds it unnecessary to repost a solicitation as our experience with Hazen, and the proposal, both show this engineering firm provides exceptional work.

The WD has over \$100 million worth of CIP projects planned over the next five years. This level of expenditure is considerably higher than previous five-year periods due to several large projects including rehabilitation of our two watershed reservoir dams, and design and construction of the San Juan Chama Return Project Pipeline. Support from on-call engineering firms has been critical to the success of the WD and will be especially critical over the proposed contract term. On-call engineering firms provide important expertise and support and Hazen's work would include the following.

- Water resource supply and demand management that involves water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculation
- Drought management; new source of supply evaluations; system resiliency; supply and demand forecasting
- Water distribution and storage
- Wellfield and groundwater sustainability analyses
- Water budget and geohydrologic modeling analyses
- Compliance, litigation and permitting support
- Water utility management and engineering support
- Construction and project management
- Engineering design and critical third-party review throughout CIP project lifecycles

PROCUREMENT METHOD:

RFP 23/59/P, On-call Engineering Services for Water Resources Management and Planning

CONTRACT NUMBER:

Munis contract number is 3204162

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Water Enterprise Fund/500

Munis Org Name/Number: 5050395

Munis Object Name/Number: 572960

ACTION REQUESTED:

The Public Utilities Department respectfully requests your review and approval of the PSA with Hazen for on-call engineering technical services in the amount of \$2,166,250 and approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of \$2,166,250.

| | |
|------------------------------------|--|
| Log # {Finance use <u>only</u> } | |
| Batch # {Finance use <u>only</u> } | |

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME PUD/Water/CIP | | | | | DATE 7/7/2023 | |
|---|---------|--------|-----------|------------------------------|------------------------------|--|
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| <u>EXPENDITURES</u> | | | | {enter as <u>positive</u> #} | {enter as <u>negative</u> #} | |
| Professional Services | 5050395 | 572960 | WTR190501 | 2,166,250 | | |
| Cash Balance for FY 25 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | 2,166,250 | | |
| <u>REVENUES</u> | | | | {enter as <u>negative</u> #} | {enter as <u>positive</u> #} | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo | | | | \$ 2,166,250 | \$ - | |

| | | | |
|---|------------------|---|--|
| On Call engineering services for Water Analysis | | {Complete section below if BAR results in a net change to ANY Fund} | |
| | Fund(s) Affected | Fund Balance Increase/(Decrease) | |
| | 500 | (2,166,250) | |
| | | | |
| | | | |
| TOTAL: | | (2,166,250) | |

| | | | | |
|--|------------------|--|---|----------------------|
| Jessica Chavez Prepared By {print name} | 7/7/2023 Date | {Use this form for Finance Committee/ City Council agenda items ONLY} | Andy Hopkins Andy Hopkins (Jul 10, 2023 13:46 MDT) | Jul 10, 2023 Date |
| | | CITY COUNCIL APPROVAL | | |
| | | City Council | | |
| Division Director Signature {optional} | | Approval Date | Finance Director {≤ \$5,000} | |
| | | | | |
| John Dupuis | | Agenda Item #: | City Manager {≤ \$60,000} | |
| Department Director Signature | | | | |

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.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: 100 SUN AVE NE STE. 206
ALBUQUERQUE, NM 87109

Owner: HAZEN AND SAWYER DPC

License Number: 224218

Issued Date: February 07, 2023

Expiration Date: February 07, 2024

CRS Number: 03-405247-00-0

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2023

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).

| | | |
|---|--|---------------------|
| PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 | |
| | E-MAIL ADDRESS: admin@amesgough.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: American Casualty Co of Reading, PA A(XV) | NAIC # 20427 |
| | INSURER B: Continental Insurance Company A(XV) | 35289 |
| | INSURER C: Continental Casualty Company (CNA) A, XV | 20443 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED

Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | | | |
|---|--|-----------|----------|---------------|-------------------------|-------------------------|---|----|-----------|
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- JEC-1 <input type="checkbox"/> LOC OTHER: | | | 7036845683 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE | \$ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ | 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ | 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ | 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ | 2,000,000 |
| | | | | | | | | \$ | |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7036845635 | 3/29/2023 | 3/29/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ | |
| | | | | | | | BODILY INJURY (Per accident) | \$ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | Comp./Coll. Ded | \$ | 1,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7036845649 | 3/29/2023 | 3/29/2024 | EACH OCCURRENCE | \$ | 1,000,000 |
| | | | | | | | AGGREGATE | \$ | 1,000,000 |
| | | | | | | | | \$ | |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 7036845652 | 3/29/2023 | 3/29/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | 1,000,000 |
| C | <input checked="" type="checkbox"/> Professional Liab. | | | AEH008231489 | 3/29/2023 | 3/29/2024 | Per Claim/Aggregate | | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PSA # 19-0235

City of Santa Fe, New Mexico is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are 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, Automobile Liability, Umbrella 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, Umbrella Liability, Workers Compensation and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe, New Mexico
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Hazen Sawyer

Procurement Title: RFP 23/59/P

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☒

Department Requesting Public Utilities Staff Name Jonna Leigh Stack

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"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | RFP |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed 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 checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: |

Jonna Leigh Stack Program Admin

| | | |
|---|----------------------|--------------|
| Department Rep Printed Name (attesting that all information included) | Title | Date |
| <i>Jordan Lavato Montano</i> | Contracts Supervisor | Jul 19, 2023 |
| Purchasing Officer (attesting that all information is reviewed) | Title | Date |

| | | |
|---|-------|------|
| ITT Representative (attesting that all information is reviewed) | Title | Date |
|---|-------|------|

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



City of Santa Fe

Summary of Contracts, Agreements, Amendments & Leases

All fields to be completed by department:

1. Munis Contract: 3204162 Procurement # (RFP/ITB If any): 23/59/P

Contractor: Hazen Sawyer

Description: Professional Services Agreement for on-call engineering services with water resources management and planning expertise

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: July 1, 2023 Term End Date: July 1, 2027

☐ Approved by Council

Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Johana Lovato Montano

Purchasing Officer Review:

Jul 19, 2023

Date:

Comment & Exceptions: Procured via RFP 23/59/P

4. **Funding Source:** Water Enterprise Fund 500

Andy Hopkins

Andy Hopkins (Jul 10, 2023 13:46 MDT)

Budget Officer Approval:

Org / Object: 5050395.572960

Jul 10, 2023

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: jessica chavez

Phone # _____

Email: jjchavez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

**CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM #23-0516**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 14, 2023 the ("Contract"), between the City of Santa Fe (the "City") and Hazen & Sawyer (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide professional engineering services.
- B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to all for payment of services based on available budget so that Article 3, paragraph A reads in its entirety as follows:

- A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule based on the personnel conducting specific SOW services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC. Such compensation is based on available budget and is not to exceed eight million dollars (\$8,000,000.00) including GRT, throughout the four-year term of the contract.

Article 3 paragraph B subparagraph 1 of the Contract is removed in its entirety.

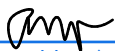
2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.


CITY OF SANTA FE:

CONTRACTOR: Hazen & Sawyer


Alan Webber (May 19, 2025 16:24 MDT)

MAYOR ALAN WEBBER

DATE 05/19/2025


Greg Gates (Mar 19, 2025 13:57 PDT)

Greg Gates

Vice President

TITLE:

DATE Mar 19, 2025

CRS# 03-405247-00-0

Registration # 19-00155538

ATTEST:


ANDREA SALAZAR (May 19, 2025 16:27 MDT)

CITY CLERK

GB MTG 05/14/25

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Mar 19, 2025 15:03 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2025

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).

| | | | |
|--|---|-------------------------------|--------|
| PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102 | CONTACT NAME: | | |
| | PHONE (A/C, No, Ext): (703) 827-2277 | FAX (A/C, No): (703) 827-2279 | |
| | E-MAIL ADDRESS: admin@amesgough.com | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Continental Casualty Company (CNA) A, XV | | 20443 |
| | INSURER B : National Fire Insurance Company of Hartford A(XV) | | 20478 |
| | INSURER C : Continental Insurance Company A(XV) | | 35289 |
| | INSURER D : American Casualty Co of Reading, PA A(XV) | | 20427 |
| | INSURER E : | | |
| | INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | 7036845683 | 3/29/2025 | 3/29/2026 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7036845635 | 3/29/2025 | 3/29/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded \$ 1,000 |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 7036845649 | 3/29/2025 | 3/29/2026 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | 7036845652 | 3/29/2025 | 3/29/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liab. | | | AEH008231489 | 3/29/2025 | 3/29/2026 | Per Claim/Aggregate 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CONTRACT #19-0235, ON-CALL ENGINEERING SERVICES FOR THE CITY

The City of Santa Fe, NM is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are 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, Automobile Liability, Umbrella 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. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| City of Santa Fe, NM Water Division Director 801 W. San Mateo Santa Fe, NM 87505 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |



ADDITIONAL REMARKS SCHEDULE

| | | |
|------------------------------------|-----------------------------|--|
| AGENCY Ames & Gough | | NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018 |
| POLICY NUMBER SEE PAGE 1 | | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | EFFECTIVE DATE: SEE PAGE 1 |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

3204162 amendment 1 memo

Final Audit Report

2025-04-10

| | |
|-----------------|---|
| Created: | 2025-04-10 |
| By: | JIMMY TAPIA (jptapia@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAawkfa4pGIYdnmq3cApXrdRf68AlgIndv |

"3204162 amendment 1 memo" History

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ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
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✔ Agreement completed.

2025-04-10 - 11:45:37 PM GMT

Signature: 

Email: xivigil@santafenm.gov