



Transmission and Storage Plan Purchasing Memo

Date: August 12, 2025

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

From: Clinton Peterson, Engineer

Via: Jonathan Montoya, Interim Water Division Director 
Jonathan Montoya (Aug 13, 2025 07:59:35 MDT)

John Del Mar, Engineering Supervisor

Subject: 2024 Transmission and Storage Plan RFP

Vendor Name: HDR Engineering, Inc.

Munis Vendor Number: 2722

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a professional services contract in the total amount of \$387,837.00 **excluding** gross receipts tax, not to exceed \$420,560.75 **including** gross receipts tax, and your review and approval of a Budget Amendment Resolution (BAR) in the amount of \$420,560.75 for professional engineering services for a term not to exceed 4 years with HDR Engineering, Inc. (Clinton Peterson, Engineer: cdpeterson@santafenm.gov)

CONTRACT NUMBER:

The **FY26** Munis contract number is 3260021.

BACKGROUND AND SUMMARY:

The City Water Division's mission is to provide a safe, reliable, and resilient water supply to meet Santa Fe's needs. The City manages four (4) sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion [BDD]) and groundwater (City and Buckman well fields) sources. In order to meet the mission of providing potable water to the City's residents, the water system's transmission and storage network should be planned for robustness and reliability for the next 20 years.

The Water Division serves approximately 35,000 metered customers within and immediately surrounding Santa Fe, New Mexico. Minimum daily and peak daily demands range from 6 to 17 million gallons per day (mgd). Additional wholesale customers include Santa Fe County and Christus St. Vincent Regional Medical Center. The existing Water Division system is comprised of four distinct water sources: the shallow City well field groundwater; the deeper Buckman well field groundwater; Santa Fe Canyon watershed surface runoff captured in two reservoirs and treated at the Canyon Road Water Treatment Plant (CRWTP); and surface water from the Rio Grande diverted via the Buckman Direct Diversion (BDD) Project and treated at the Buckman Region Water Treatment Facility. The BDD Project diverts imported water contracted to the City and County through the San Juan – Chama Project and native water rights from the Rio Grande.

The existing water system consists of over 630 miles of water transmission and distribution piping, nine treated water storage tanks with 34.6 million gallons of storage, 20 water wells, a surface water treatment plant supplied with raw water from two reservoirs with 3,920 AF of raw water storage capacity, and numerous booster pump stations. Santa Fe County is currently served by the Water Division through a wholesale water agreement which supplies as much as 1350-2350 AF of water each year to the County and commits additional back-up capacity in the event of interruption of County's Buckman supply.

This RFP was first advertised in August of 2024 with a due date of September 4, 2024. The selected vendor from the valid proposals was HDR, Inc. after an evaluation by the evaluation committee. The Water Division requests your review and approval of the attached professional services contract with HDR, Inc.

The Water Division also requests approval of this BAR to allocate funds for water-related engineering services as described above to fund the proposed professional services contract with HDR, Inc.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Management / 505

Munis Org Name/Number: Water Capital Projects / 5050395

Munis Object Name/Number: WIP Design / 572970

Budget Officer / Designee: Andy Hopkins **Date:** 08/13/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 08/13/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale 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: WTR2650502 _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Horizons Declination

Purchasing Determination

Professional Services Contract

Budget Amendment Resolution (BAR)

Project Ledger



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2025

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C. No. Ext): 1-877-945-7378 FAX (A/C. No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	INSURER A: Liberty Mutual Fire Insurance Company NAIC # 23035	
	INSURER B: Ohio Casualty Insurance Company NAIC # 24074	
	INSURER C: Liberty Insurance Corporation NAIC # 42404	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W39508720

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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	TB2-641-444950-035	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-045	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EUO(26)57919363	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	WA7-64D-444950-015	06/01/2025	06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Attention: Clinton Peterson 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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Project: City of Santa Fe Water Division Transmission and Storage System Plan

Additional Insureds: The City of Santa Fe their officials, officers, employees, and agents

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A**, and for all medical expenses caused by accidents under Section **I** – Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1.** Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

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

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

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

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>As required by written contract or agreement.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s): As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-045
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s): Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-015
\$

Effective Date 06/01/2025

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-035
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-045
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-015 Effective Date 06/01/2025

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **HDR Engineering, Inc**, 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 through 13-1-117; and

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 Contract.

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide Transmission and Storage Planning, which will include an integrated plan for potable water for the City for the next 20 years. The finalized document will consist of a prepared collection of an analysis of the existing system under City-specified scenarios under peak demand conditions from both City and County, strategies for optimized transmission and storage, and recommendations for Capital Improvement Projects (CIPs) to achieve a robust integrated water transmission and storage system for the City.

The Contractor will be expected to conduct monthly review meetings to go over the progress of plans in addition to those at each task listed below. Deliverables shall be made in the form of electronic files, with hard copies of the Final Report.

The basic tasks that the Contractor will be expected to accomplish for the project are listed here:

1. Final Work Plan & Project Kickoff

The Contractor will lead a design team comprised of the Contractor and its subcontractors and the Water Division project manager. The Contractor shall prepare a detailed Final Work Plan to be utilized throughout project execution. The Work Plan will be developed based on the Contract Scope of Work. The Final Work Plan shall be prepared in collaboration with Water Division Staff and will include the following components:

- a) Project description, summary of work and deliverables, project schedule.
- b) Anticipated City workload and schedule for interfacing with Contractor.

- c) Project team, organization, and responsibilities.
- d) Communication protocols, documentation, meetings and workshops.
- e) Approach to review of existing data, reports, master plans, billing data, annual minimum, and peak capacity of sources of supply, geographically distributed water system peak demands and fire flow requirements, Geographic Information Systems (GIS) mapping, Supervisory Control and Data Acquisition (SCADA) system data, hydraulic water model, planning reports, land use data, and other relevant information.
- f) Approach to establishment of detailed design and hydraulic criteria, planning and land use criteria, and methodology.
- g) Quality control and assessment process and activities.
- h) Detailed description of and reasons for differences in the Final Work Plan and the Contract Scope of Work.

The Contractor’s application of the hydraulic water model for these planning purposes shall comply with established industry and engineering practices for water system modeling criteria including American Water Works Association (AWWA) guidelines. The Contractor shall identify pertinent practices and guidelines in the draft Work Plan. This topic should also be addressed in proposals responding to this Request for Proposal (RFP).

The Final Work Plan will be prepared in draft form for Water Division staff review and comments will either be incorporated into the Final Work Plan or addressed otherwise. The draft Final Work Plan will be presented to the Water Division during the kickoff meeting described below.

The Contractor shall prepare for and lead a project kickoff meeting. The meeting shall be held at the Water Division offices and include the key Contractor staff, sub-contractors and appropriate Water Division staff and key stakeholders. The kickoff meeting shall introduce the project team, confirm the project objectives and discuss key issues and concerns. At the meeting, the Contractor will also present the scope of work, key deliverables, budget, schedule and communications plan and other project plans as described in the draft Final Work Plan. The Contractor will provide the suggested meeting agenda and draft Final Work Plan to the Water Division at least one week prior to the Kickoff Meeting.

From time to time, other City representatives and other City-contracted Contractors may be involved in project meetings with the Contractor. Biweekly progress meetings or telephone conference calls are anticipated to provide proper coordination, review of progress and to finalize project decisions. Monthly progress reports shall be submitted to the City, at least monthly. Progress meetings shall be held at the City’s offices or via a remote meeting software (Zoom or Microsoft Teams).

Deliverables:

- 1. Kickoff Meeting Agenda (via email)
- 2. Draft Final Work Plan and Kickoff Meeting Materials (10 copies)
- 3. Kickoff Meeting Minutes (via email)
- 4. Final Work Plan (10 copies)

2. System Design, Utilization, Operation, & Reliability Criteria

Prior to completing analysis, the Contractor shall review design, utilization, operation, and reliability criteria (e.g. dedicated transmission system, storage system with distributed facilities sized to meet domestic, fire,

equalization and emergency storage, system redundancy, pipe velocities, system pressures, acceptable head loss, pump cycling frequency, minimization of power costs through utilization of off-peak electric rates for pumping, etc.) and shall make recommendations for either establishing or changing specific design, operation, and reliability criteria. These recommendations shall be fully documented in a technical memorandum. The Contractor shall detail water system design criteria and methodology used to analyze the water system to identify system deficiencies, plan for system improvements, and to plan for system expansion.

The Contractor shall define transmission and distribution lines by function and size in the water system and shall list and summarize the attributes of storage facilities including the geographic area served by each tank.

The Contractor shall incorporate standard water industry engineering and operation practice and standards. The Contractor shall present its recommendation to Water Division staff. A subsequent workshop shall be held with the City to discuss the City's review comments on the draft technical memorandum.

Deliverables:

1. Draft and final Technical Memorandum No. 1 – System Design Criteria
2. Contractor presentation of the recommended system design criteria and reasons for.
3. Workshop agenda and minutes.

3. Hydraulic Modeling Recommendations and Improvements

Many of the deliverables of the Transmission and Storage System Planning Scope of Work will require significant use of the City's hydraulic model. It is therefore imperative that the hydraulic model be reviewed and analyzed for deficiencies and possible improvements to ensure the quality of further deliverables as part of the Transmission and Storage System Planning scope of work. The Contractor shall identify and incorporate needed model improvements prior to making recommendations for the City's transmission and storage system.

- a) The Contractor will analyze the existing hydraulic model for deficiencies or needed changes. Under this subtask, it is expected the Contractor shall at a minimum perform the following tasks:
 - i. Review hydraulic model pipes, tanks, reservoirs, and valves and confirm parameters accurately represent existing equivalent GIS layers.
 - ii. Confirm meter-to-junction assignment is spatially accurate for each pressure zone.
 - iii. Confirm appropriate diurnal patterns for demand are utilized for at least peak day demand, winter demand, and one shoulder month (April or October).
 - iv. Validate most recent calibration of hydraulic model.
 - v. Review pipe and junction placement within the model to confirm water network is spatially represented in an accurate manner across the entire city.
- b) If significant deficiencies are identified, the Contractor shall incorporate improvements to the hydraulic model to address these deficiencies, as well as a separate calibration of the model. Water age and water quality modeling as well as sample fire flows shall be performed to confirm improvements have been correctly incorporated and hydraulic model improved.

The results of this modeling analysis and improvement shall be documented in a draft Technical Memorandum that will be submitted separately prior to the Transmission and Storage System Plan Report and then later

incorporated in final form into the Transmission and Storage System Plan Report. A workshop shall be held with the City to review and discuss the City review comments on the draft technical memorandum. The updated hydraulic model shall also be delivered to the City along with project files for water age, water quality, and fire flows performed.

Deliverables:

1. Technical Memorandum No. 2 – Hydraulic Modeling Recommendations and Improvements.
2. Workshop agenda and minutes.
3. Updated hydraulic model with project files for water age, quality, and fire flow scenarios.

4. Water Demand Analysis

The Contractor shall prepare a water demand study for the City service area. The demand study shall include:

- a) Existing demands and the projected demands for the next 20 years of service, assigned spatially within each of the City’s pressure zones.
- b) Define the relationship between each model node and the associated tank service area or other discrete geographic service area.

This demand analysis should consider the discrete additional demands placed on the water system by the County master meters, the City/County Water Resources Agreement, and the shared pool agreement. The Water Division can provide the following information to support developing recommendations on demand estimates and adjustments:

- a) 2009 Transmission and Storage Master Plan Demand Study and Demand Database.
- b) Current billing data (past few years).
- c) Current and projected water use for the next 20 years and projected population increase.
- d) Census data.
- e) Land Use maps for build-out development and current land use maps.
- f) System SCADA operation data (production/consumption, storage level).
- g) Existing fire flow requirements.
- h) Annual and peak day capacities of the four sources of supply, under both normal and constrained conditions.
- i) County projected water demands.

The Contractor will provide the following current demand analysis and future projections for each pressure zone: interim growth, average annual demand, peak day demand, and peak hour demand. Updated peak day, peak hour factors, and 24-hour diurnal use factors shall be established and calibrated with current SCADA information and Water Division records. Demands for undeveloped land will be based on City land use planning, zoning, and usage rates. Detailed methodology shall be established and documented for calculating demands from zoning and land use planning. The Contractor shall compare the current land use data with the data used for the 2009 Master Plan to assess if significant changes in the land use occurred and revise model junctions as necessary.

Following review and acceptance of Contractor evaluation and recommendations by Water Division staff, the Contractor will update the existing water demand for each diurnal pattern. The demand data will be fully compatible with ArcGIS Pro and InfoWater Pro and furnished to the City.

Deliverables:

1. Technical Memorandum No. 3 – Water Demand Evaluation and Recommendations, including documentation of data utilized and the demand analysis, record search, methodology, and criteria.
2. Updated demand data for use with ArcGIS Pro and InfoWater Pro.
3. Water model files in InfoWater Pro for demand scenarios in 5/10/20 year increments.

5. Source of Supply Scenarios

The Contractor shall review supply sources and analyze source capacity and constraints for the following scenarios:

1. A groundwater-only source of supply scenario where the only source of water is from Buckman wells and City wells. CRWTP and BDD are offline.
2. A scenario where the only surface water available is 12 MGD from CRWTP. City and Buckman wells are online.
3. A scenario where the only surface water available is 15 MGD from BDD. Buckman wellfield is offline and City wells are online.
4. The above scenarios where there is an extended blackout situation (no electricity) – how long can the City supply water?

For each of these scenarios, the City demand for this scenario should consider both City and County peak day demand. This scenario shall be modeled for system peak day demand for an extended period – until an equilibrium period is reached or until it is apparent that tank levels have decreased to a particular minimum tank level.

The Contractor shall provide recommendations addressing these source of supply scenarios. These recommendations shall be fully documented in a technical memorandum. The Contractor shall define transmission and distribution lines by function and size in the water system and shall list and summarize the attributes of storage facilities including the geographic area served by each tank. This work may be done in conjunction with Task 6 below.

The Contractor shall incorporate standard water industry engineering and operation practice and standards. The Contractor shall present its recommendations to Water Division staff. A subsequent workshop shall be held with the City to discuss the City’s review comments on the draft technical memorandum.

Deliverables:

1. Draft and final Technical Memorandum No. 4 – Source of Supply Scenarios
2. Contractor presentation of the source of supply scenarios.
3. ArcGIS Pro and Infowater Pro files to replicate source of supply scenarios.
4. Workshop agenda and minutes.

6. Perform Transmission and Storage System Plan Modeling & Analysis

The Contractor shall apply the previous analyses to identify existing deficiencies and future system requirements in the hydraulic model. The Contractor shall identify needed system improvements to accommodate expected changes and system expansion.

- a) The Contractor will analyze the transmission & storage system for deficiencies. Under this subtask, the Contractor shall:
 - i. Compare existing pumping and storage capacity by zone with the pumping and storage requirements identified by the source of supply scenarios. This will provide an initial assessment of storage and supply needs and current deficiencies.
 - ii. Provide detailed evaluation of low and high pressures in the distribution system.
 - iii. Identify standby pumps for pump stations and sources of supply where standby pumping capability and redundancy does not exist and locations where it is recommended that additional equipment be installed.
 - iv. Summarize storage, pumping and pipeline deficiencies both in tables and graphically for evaluated scenarios.

- b) Once deficiencies are identified, the Contractor shall identify improvements to address transmission and storage system deficiencies. The Contractor shall develop and evaluate alternative improvements to eliminate each deficiency or subset of related deficiencies. Initial sizing of improvements will be based upon static runs for peak day plus fire and peak hour conditions. Final improvement selections for the source of supply scenarios shall be confirmed using extended period simulations to verify improvements are adequately sized. The Contractor shall also specifically assess if system improvements could substantially increase system efficiencies and whether pumping infrastructure is adequately sized to move sources of water to pressure zones via pumping within zones (cross zone transfer) or uphill across zone boundaries.

The results of this modeling and analysis shall be documented in a draft Technical Memorandum that will be submitted separately prior to the Transmission and Storage System Plan Report and then later incorporated in final form into the Transmission and Storage System Plan Report. A workshop shall be held with the City to review and discuss the City review comments on the draft technical memorandum.

Deliverables:

1. Technical Memorandum No. 5 – Results and Recommendations of Transmission and Storage System Plan Modeling and Analysis.
2. Workshop agenda and minutes.

7. Transmission and Storage System Capital Improvement Plan

The Contractor shall develop a new recommended 20-year Capital Improvement Plan and include a detailed description of recommended water system improvements with cost estimates, priority, and schedule, allocated through the planning period. The Capital Improvement Plan shall include previously recommended improvements provided that the Contractor's evaluation identifies them as needed as originally planned or require revisions.

Major improvements shall be listed as individual items with cost, schedule, lead times, and a description of the work and the reason the improvement is required. Alternate projects shall be considered and prepared for major projects with cost, schedule, lead times, and description of work. The Contractor shall provide the cost or percentage of cost of major projects that are solely for system expansion. The Contractor shall evaluate improvement priorities and schedule and will include a list of dependencies relative to each recommended improvement. For example, meeting the peak day demand in a certain zone might require a certain improvement to be made as a capital improvement project. The Contractor shall work with the City to develop the methodology for prioritization of projects. The Contractor shall also include in its analysis what risk each project is addressing. The Capital Improvement plan shall include a 20-year projection of the associated expenditures, by project, by year on a summary sheet.

The Capital Improvement Plan shall be documented initially in a draft Technical Memorandum and shall be included in its final form in the Transmission and Storage System Plan Report. A workshop shall be held with the City to discuss the City’s review comments. Additionally, the Contractor shall provide summaries (approximately 1 page or less) of each project identified.

Deliverables:

1. Draft and final Technical Memorandum No. 6 – Capital Improvement Plan.
2. Consultant presentation of the Capital Improvement Plan to Water Division staff.
3. Capital Improvement Plan Listing, to be included in the Final Report.
4. Workshop agenda and minutes.
5. 1-page summaries of each proposed Capitol Improvement Project.

8. Transmission and Storage System Plan Report

The Contractor will initially develop a detailed Transmission and Storage System Plan Report outline for Water Division review and comment. The Contractor shall prepare a complete report, based upon the final agreed upon Report outline, incorporating the key elements as described in the other tasks descriptions. The Transmission and Storage System Plan Report shall be a standalone document that summarizes and presents all pertinent information from the contract. The report shall be concise and maximize the use of summary tables, graphs and figures. A workshop shall be held with the City to discuss the City’s review comments on the draft report. The Contractor shall be present for the City’s public works presentation for support if necessary. Finally, the Contractor shall prepare a finalized version of the Report following City feedback.

Deliverables:

1. Transmission and Storage System Plan Report Outline (via email)
2. Draft Transmission and Storage System Plan Report (electronic)
3. Workshop agenda and minutes
4. Final Transmission and Storage System Plan Report (4 bound copies and electronic editable files for report text, tables, graphics and drawings and a pdf file of entire report).

As part of the Transmission and Storage Plan Report, the Consultant shall provide the following graphics, in addition to other Consultant-recommended graphics:

- a. A graphic illustrating the City of Santa Fe with pressure zones, roads, and hydraulic components.

- b. A graphic illustrating the hydraulic components and major systems in a condensed format.
 - c. A graphic illustrating a heat map of the City for fire flows.
 - d. A graphic illustrating a map of the City's metered demand by node.
 - e. A graphic illustrating current and estimated change in peak day demands (for 5, 10, and 20 years) per zone.
 - f. Other City-specified graphics may be asked to be generated during the finalization of the final Plan report.
- 5. In-person support and attendance for City's public works presentation.
 - 6. Bi-Weekly Progress Meeting Minutes (via email)
 - 7. Monthly Progress Reports

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Transmission and Storage Planning for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

C. The Contractor shall provide its services in accordance with the ordinary standard of professional care applicable to members of Contractor's profession providing the same services under the same or similar circumstances at the same time and locality. The Contractor makes no warranties of any kind or nature, express or implied herein, in connection with the Contractor's services.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of Three Hundred Eighty-Seven Thousand, Eight Hundred Thirty Seven Dollars (\$387,837.00) upon completion of Scope of Work listed above, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling Thirty-Two Thousand, Seven Hundred Twenty-Three Dollars and Seventy-Five Cents (\$32,723.75) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed Four Hundred Twenty Thousand, Five Hundred Sixty Dollars and Seventy-Five Cents (\$420,560.75). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract 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. Payment in future fiscal years 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, except to the extent City was not prejudiced by such delay to invoice.

D. 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 City's receipt of invoice. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior

to the intended date of termination, which notice shall (i) identify all the Contractor's material breaches of this Contract upon which the termination is based and (ii) state what the Contractor must do to cure such material breaches. City's notice of termination shall only be effective (i) if the Contractor does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Consultant does not, within the thirty (30) day notice period, notify the City of its intent to cure and begin with due diligence to cure the material breach.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *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 CONTRACT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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

Upon payment in full of undisputed amounts to Contractor, all materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor. Any modification or reuse of Contractor's materials by City for purposes other than those described in this Contract shall be at City's sole risk and without liability to 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

A. This Contract 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Contract.

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the Contracts, 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 of \$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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the coverage and limits specified in this Contract,. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of time-based fees and reimbursable expenses invoiced during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City upon 45 day's written notice. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, reasonable attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the negligent performance of this Contract, to the extent caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by

the negligent or wrongful acts or omissions 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

Any notice required to be given to either party by this Contract 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:
Clinton Peterson
City of Santa Fe Water Division
801 W San Mateo
Santa Fe, NM 87505

To the Contractor:
HDR Engineering, Inc
2155 Louisiana Blvd NE
Suite 3000
Albuquerque, NM 87110-5483

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

30. Non-Collusion

In signing this Contract, 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 reasonable direct and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract may cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's right to seek from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to seek equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any reasonable 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 Contract.

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

CITY OF SANTA FE:

CONTRACTOR:
HDR Engineering, Inc

CITY MAYOR ALAN WEBBER



JASON FORT, VICE PRESIDENT

DATE: _____

DATE: 06/10/2025

CRS#: 002-154898-006

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 10, 2025 08:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Re: Determination Request For Transmission and Storage System Planning



DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

To: PETERSON, CLINTON D.; Purchasing DET

If there are problems with how this message is displayed, click here to view it in a web browser.

Hi, Engineering is professional.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>



Vision without action is merely a dream.

Action without vision passes the time.

Vision with action can change the world. ~ Joel A. Barker

From: PETERSON, CLINTON D. <cdpeterson@santafenm.gov>

Sent: Thursday, December 7, 2023 11:05 AM

To: Purchasing DET <purchasing_det@santafenm.gov>

Subject: Determination Request For Transmission and Storage System Planning

Hello,

I am submitting a determination by the Purchasing Department for an engineering project with the following scope of work:

The estimated budget for this project is to be determined.

The work consists of the following:

- Analysis and assessment of the City's hydraulic model and its deficiencies. Updating the model to address deficiencies would also be part of the scope of work.
- Analysis of the water demand for the City and spatially allocating the demand across hydraulic model junctions for the next 20 years of service within the City's pressure zones. Relationship should be defined between the model node and associate tank service area.
- Running source of supply modeling for several City-specified emergency scenarios with the upgraded hydraulic model.
- Performing transmission and storage system planning and analysis. The Consultant shall recommend engineering improvements to address the City's deficiencies in its water system.
- Recommending appropriate capital improvements projects for the next 20 years to support these improvements.
- A complete report of the above findings and a presentation to the City, which includes City-specified illustrations and graphics.

Thanks,

From: [Joseph Perez](#)
To: [PETERSON, CLINTON D.](#); mloehman@horizonsofnewmexico.org; gblock@horizonsofnewmexico.org
Subject: Re: Horizons work
Date: Tuesday, July 15, 2025 8:41:18 AM
Attachments: [image001.png](#)

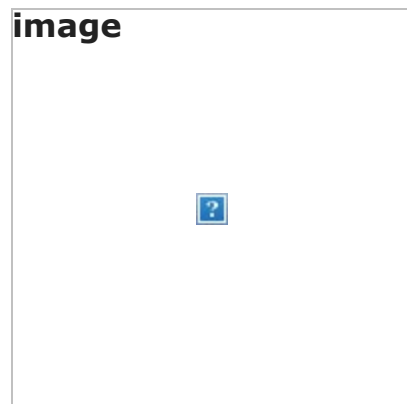
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity
Kind regards

Joseph Perez
Regional Marketing Manager

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: [\(505\) 345-1540](tel:5053451540)
email: jperez@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org



The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

From: PETERSON, CLINTON D. <cdpeterson@santafenm.gov>
Sent: Tuesday, July 15, 2025 8:35:45 AM

To: mloehman@horizonsofnewmexico.org <mloehman@horizonsofnewmexico.org>;
jperez@horizonsofnewmexico.org <jperez@horizonsofnewmexico.org>;
gblock@horizonsofnewmexico.org <gblock@horizonsofnewmexico.org>
Subject: FW: Horizons work

Hello, I need a response from Horizons asap (see below)
-Clinton

From: PETERSON, CLINTON D.
Sent: Thursday, July 10, 2025 9:18 AM
To: jperez@horizonsofnewmexico.org; gblock@horizonsofnewmexico.org
Subject: FW: Horizons work

Hello, would Horizons like this work? This would be for hydraulic modeling of the City water system.

From: PETERSON, CLINTON D.
Sent: Thursday, July 10, 2025 9:16 AM
To: 'mloehman@horizonsofnewmexico.org' <mloehman@horizonsofnewmexico.org>
Subject: Horizons work

Hello, would Horizons like this work? This would be for hydraulic modeling of the City water system.

