

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 09/09/15
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/15

ISSUE:

7. Request for Approval of Exempt Procurement and Amendment No. 1 to Professional Services Agreement – Repairs to Corrosion West and East Digesters for Wastewater Management Division; Anderson-Brown, Inc. (Luis Orozco)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 52452.52015

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	Excused		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: August 19, 2015

To: Public Utilities Committee/Finance Committee/City Council

Via: Nick Schiavo, Public Utilities Department and Water Division Director
Robert Rodarte, Purchasing Officer *RR/2/2015*
Shannon Jones, Wastewater Management Division Director *sf*

From: Luis Orozco, Wastewater Management Plant Superintendent *LO*

ITEM AND ISSUE:

Request approval of Amendment 1 to contract #15-0382 with Anderson Brown, Inc. in an increase of \$15,320.00 plus NMGRT to make additional repairs to the West Digester.

BACKGROUND AND SUMMARY:

The WWMD has received approval from the Purchasing Department to have Anderson-Brown, Inc. for Exemption 18.1.7 J in the Purchasing Manual. Due to corrosion, additional locations around the cover of the West Digester were in need of repair. As ABI, Inc. cleaned the surface of the metal on the cover showing the corrosion it exposed the corrosion being larger than it showed. The metal on the West Digester had to be cleaned to expose metal that did not show corrosion to where the metal pieces could be welded. The repairs were completed to the West Digester cover and placed back in service after the cover was pressured tested to insure no leaks on the repairs.

With the West Digester repair complete, the facility is looking to move forward with needed repairs for the East Digester. Due to an increase of \$15,320.00 in the last 2 months of FY 14/15 the contract is in the amount of \$28,420.00 plus NMGRT. FY 15/16 contract amount is \$32,000.00 plus NMGRT. WWM is seeking City Council approval to amend PSA # 15-0382 in the amount of \$15,320.00 to bring the total contract amount to \$60,420.00.

ACTION REQUESTED:

Recommend and approve Amendment 1 to contract #15-0382 with Anderson Brown, Inc. in an increase of \$15,320.00 plus NMGRT for the additional cost and repairs to the West Digesters. The PSA with Anderson Brown, Inc. in the amount of \$60,420.00 plus

NMGRT to do the repairs to the West and East Digesters. Funding for these repairs are available in fiscal year 2014/2015 and 2015/2016 within business unit 52452.520150.

ATTACHMENTS:

1. CSF Other Method Procurement Checklist
2. ABI for Exemption 18.1.J Approval Letter.
3. PSA Amendment 1
4. Summary of Contracts
5. Exhibits "A" and "B"
6. City of Santa Fe Business License
7. Certificate of Insurance
8. Original Memo, PSA #15-0382 and Documents.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Anderson Brown, Inc.

Procurement Title: Repairs to Corrosion West and East Digesters

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Public Utilities/Wastewater/Luis Orozco

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<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 checked="" type="checkbox"/>	<input 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"/>	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"/>	Other: <u>Original procurement, Quotes</u>

Luis Orozco, WWM Plant Superintendent

Department Rep Printed Name and Title

Luis Orozco 8/21/15
 Department Rep Signature attesting that all information included

Quilley Rodriguez 08/21/15
for Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

*

City of Santa Fe, New Mexico

memo

Date: August 19, 2015

To: Robert Rodarte, Purchasing Officer 

From: Luis Orozco, Wastewater Management Plant Superintendent 

ITEM AND ISSUE:

Request approval Anderson-Brown, Inc. for Exemption 18.1.7 J for 2015-2016 fiscal year.

BACKGROUND AND SUMMARY:

The Wastewater Management Division is requesting approval of Procurement Exemption 18.1.7 J from the Purchasing Manual (Purchase of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate danger or failure.) for Anderson-Brown, Inc. (ABI) in Albuquerque to complete the repairs to the east digester under PSA Contract #15-0382. Anderson-Brown, Inc. in past years has worked and repaired the WWTP's Digesters. They have the knowledge and expertise on doing repairs on digesters.

In May of 2015, the Wastewater Management Division (WWM) solicited procurement and executed a Professional Service Agreement (PSA #15-0382) with AB, Inc. to perform emergency repair to the two (2) anaerobic Digesters at the treatment facility in the amount of \$ 45,100.00 plus NMGRT. On June 29, 2015, AB, Inc. completed the repairs to the West Digester. Due to the extent of corrosion, additional locations around the cover of the West Digester had to be repaired. The repairs were completed to the West Digester cover and placed back in service after the cover was pressured tested to insure no leaks on the repairs. These additional repairs increased the cost of the project \$15,320.00 for fiscal year 2014-2015.

With the West Digester repair complete, the facility is looking to move forward with needed repairs for the East Digester. Due to an increase of \$15,320.00 in the last 2 months of FY 14/15 the remaining funds within the contract is in the amount of \$28,420.00 plus NMGRT. FY 15/16 contract amount is \$32,000.00 plus NMGRT. This brings the total of the contract to \$60,420.00. Funding for these repairs are within business unit 52452.520150.

ACTION REQUESTED:

Anderson-Brown, Inc. to be approved for Exemption 18.1.7 J of the Purchasing Manual, for service, repair and parts of the corrosion on the digesters for 2015-2016 fiscal year.

Approved:

Disapproved:


Shannon Jones, WWM Division Director

8/20/2015
Date

Approved:

Disapproved:


Robert Rodarte, Purchasing Officer

8/20/2015
Date

ATTACHMENTS:

Quotes, Exhibits "A" and "B"

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 21, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Anderson-Brown, Inc. (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 Agreement, Contractor has agreed to provide professional services to the City for repairs to the corroded sections of the west and east digesters.

B. Pursuant to Article 18 of the Agreement, 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 Agreement is amended to increase the amount of compensation by a total of fifteen thousand three hundred twenty dollars (\$15,320) plus applicable gross receipts taxes so that Article 3, paragraph A reads in its entirety as follows:

A. The total amount of compensation for this Agreement shall not exceed sixty thousand four hundred twenty dollars (\$60,420), plus applicable gross receipts taxes. Payment shall be made as follows and which also is described in Exhibit

"A" and "B" attached hereto:

Fiscal Year 2014 – 2015, \$28,420, plus gross receipts taxes.

Fiscal Year 2015 – 2016, \$32,000, plus gross receipts taxes

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement 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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Anderson-Brown, Inc.

JAVIER GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

NM Taxation & Revenue
CRS # 03-217446-00-2
City of Santa Fe Business
Registration # 15-00115938

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

ADM 2/11
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
FINANCE DIRECTOR

52452.520150
Business Unit Line Item



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

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

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor Anderson-Brown, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$45,100.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: May 21, 2015

Contract is for: Repair of West and East Digester Corroded cover, pipe and/or bonnet, sidewall repair of East Digester

Amendment # 1 to the Original Contract# 15-0382

Increase/(Decrease) Amount \$ 15,320

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Additional cost for repairs to the West Digester FY 14-15

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ 45,100.00 of original Contract# 15-0382 Termination Date: 06/30/2016

Reason: Repairs to the West and East Digesters corroded locations.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ Anderson Brown, Inc. Date: May 1, 2015

Sole Source _____ Date: _____

Other Anderson-Brown, Inc. is a reputable and highly recommended in working on digesters by Alb.WA.

6 **Procurement History:** First year on a 14 month Contract

example: (First year of 4 year contract)

7 **Funding Source:** _____ 5450 BU/Line Item: _____ 52452.52015

8 **Any out-of-the ordinary or unusual issues or concerns:**

\$13,100 fy 14/15 and \$ 32,000 fy 15/16

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Luis Orozco

Phone # 955-4615

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



Santa Fe WWTP Digester Repairs

05/01/15

Contact: Wayne McCarthy

Phone: 505-203-1107

Fax:

Quote To: City of Santa Fe

Luis G. Orozco

Phone: 505-955-4615

Fax: 505-955-4677

Job Name: Digester Shell Repairs & piping repairs

Date of Plans:

Revision Date: 4/30/15

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
10	West Digester Repairs (shell & Piping)	1.00	LS	13,100.00
20	East Digester Repairs (side wall of floating cover	1.00	LS	32,000.00
GRAND TOTAL				\$45,100.00

NOTES:

Pricing is based on information provided. Pricing is subject to change if more repairs are deemed necessary at time of inspection.

Item 10: West Digester Roof Shell Repairs and Piping Repairs. This will include replacement of the damaged roof hatch with new gaskets for both openings. Spot repair locations that are leaking (includes cutting out the bad spots and welding in new steel).

Item 20: East Digester Floating Wall Repair. I could not find the weights on the plans sent to me so in order to hold the lid I will have to have an 85ton crane mob to the site to hold the lid in place while repairs are being made. We will coat the repairs once complete.

Thank you for the Opportunity To Bid this project for you.

Excludes:

- Testing
- Builders Risk Insurance
- Coatings inside the digesters

Quote is good for 30 days

Exhibit "A"



Santa Fe WWTP Digester Repairs

05/01/15

Contact: Wayne McCarthy

Phone: 505-203-1107

Fax:

Quote To: City of Santa Fe

Luis G. Orozco

Phone:

505-955-4615

Fax:

505-955-4677

Job Name: Digester Shell Repairs & piping repairs

Date of Plans:

Revision Date: 06/25/15

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
10	West Digester Additional Shell Repairs & Cleaning	1.00	LS	\$15,320.00
GRAND TOTAL				\$15,320.00

NOTES:

Pricing is based on information provided. Pricing is subject to change if more repairs are deemed necessary at time of inspection.

Item 10: West Digester Additional Roof Repairs. Once we fill the Digester with water to the bottom of the center manway it exposed 4 more leaks in the shell and 2 major areas of corrosion on the 2 smaller manways on the vertical piping that need to be repaired. This cost includes the time for cleaning up and exposing the new locations for repair.

Thank you for the Opportunity to Bid this project for you.

Excludes:

- Testing
- Builders Risk Insurance
- Coatings inside the digesters

Quote is good for 30 days

Exhibit "B"



City of Santa Fe, New Mexico

BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC, 1997

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

Official Document
Please Post

Business Name: **ANDERSON - BROWN INC**

Location: **SF COUNTY**

Class: **OUT OF CITY CONTRACTOR - GENERAL**

Comment:

Control Number: 9062048

License Number: 15-00115938

Issue Date December 30, 2014

Expiration Date December 31, 2015

ANDERSON - BROWN INC
1210 PROSPERITY AVE SE

ALBUQUERQUE NM 87105

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 TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/20/2015

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 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 Aon Risk Insurance Services West, Inc. Albuquerque NM Office 6501 Americas Parkway NE Suite 650 Albuquerque NM 87110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (505) 889-6700 FAX (A/C. No.): (505) 884-7831	
	E-MAIL ADDRESS:	
INSURED Anderson-Brown, Inc. 1210 Prosperity Avenue SE, Ste. B Albuquerque NM 87105 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Co.	25658
	INSURER B: Travelers Property Cas Co of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570059058148 **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. **Limits shown are as requested**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DTC01D399580IND15 General Liability	06/01/2015	06/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA1D39958015CNS Automobile	06/01/2015	06/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$10,000			DTSMCUP1D399580TIL15 Umbrella	06/01/2015	06/01/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	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 N	N/A	DTJUB1D399580115 Workers' Compensation	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570059058148



DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Santa Fe WWP Digester Repair. City of Santa Fe is named additional insured as required by written contract.

CERTIFICATE HOLDER City of Santa Fe Wastewater Management Division P.O. Box 909 Santa Fe NM 87504-0909 USA	CANCELLATION 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 <i>C. Dean Brazier</i>
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City of Santa Fe, New Mexico

memo

Date: May 11, 2015

To: Brian Snyder, City Manager
Oscar Rodriguez, Finance Director

Via: Nick Schiavo, Public Utilities Department and Water Division Director *NSA*
Shannon Jones, Wastewater Management Division Director *ll*

From: Luis Orozco, Wastewater Management Plant Superintendent *LO*

ITEM AND ISSUE:

Request approval of PSA with Anderson Brown, Inc. in the amount of \$45,100.00 plus NMGRT to make repairs to the West and East Digesters.

BACKGROUND AND SUMMARY:

Due to corrosion, one of the pipes and several locations around the cover of the West Digester are in need of repair. A small amount of methane gas has begun to leak from one of these corroded areas. The repairs are needed as soon as possible since methane gas is explosive if oxygen infiltrates the covers creating an increased possibly of an explosive environment. The East Digester cover is also exhibiting some signs of corrosion. Quotes were solicited from three contractors, TLC, Anderson-Brown, Inc. and RMCI. Anderson Brown, Inc. submitted the lowest quote. TLC was unable to submit a quote as stated on copy of e-mail. It is noted the cost to perform the work on the East digester is higher than that of the West Digester. This is due to the East Digester having a floating cover which requires the use of a crane to lift the cover in order to access the location needing repair.

Anderson Brown, Inc. has performed repairs to the East Digester's bonnet and piping in the past, which is similar to the repairs being needed on the West Digester. The Wastewater Management Division was pleased with the repairs and service provided by Anderson Brown, In. to the city. The repair for the West Digester will take 2-3 days and the East Digester about 3-5 days, but preparing the West Digester and East Digester so work can begin on the repairs will take longer. The contractor will work on one digester at a time beginning with the West Digester. The East Digester will be taken offline and

repairs will commence once the West Digester is repaired, brought back online and fully functional.

The Wastewater Management Division will meet NPDES Permit requirements on the sludge during the time the digesters are being repaired by utilizing lime stabilization.

First year (last 2 months of FY 14/15) contract in the amount of - \$13,100.00 plus NMGR T. Thereafter FY 15/16 contract amount is \$32,000.00 plus NMGR T.

ACTION REQUESTED:

Recommend and approve PSA with Anderson Brown, Inc. in the amount of \$45,100.00 plus NMGR T to do the repairs to the West and East Digesters. Funding for these repairs are available in fiscal year 2014/2015 and 2015/2016 within business unit 52452.

ATTACHMENTS:

Professional Service Agreement
Summary of Contracts
Quotes
City of Santa Fe Business License
Certificate of Insurance

Cc: WWMD File

OROZCO, LUIS G.

From: RODARTE, ROBERT F
Sent: Wednesday, May 06, 2015 3:44 PM
To: OROZCO, LUIS G.
Cc: JONES, SHANNON W.; SCHIAVO, NICK A.; RODRIGUEZ, SHIRLEY A.
Subject: RE: Digester Corrosion

Ok: get your requisition into the system utilizing the information you provided me earlier.
Remember, if you pass \$50K on this you will have to send it to council for approval.
E mail me when you have it in the system.
Also attach this entire email string to the requisition.
Robert Rodarte

From: OROZCO, LUIS G.
Sent: Wednesday, May 06, 2015 3:18 PM
To: RODARTE, ROBERT F
Cc: JONES, SHANNON W.; SCHIAVO, NICK A.; RODRIGUEZ, SHIRLEY A.
Subject: RE: Digester Corrosion

Robert,

I believe we will not exceed the \$50K and yes I do deem this as an emergency for the reason that there is the potential of an explosion if not repaired causing damage to both digesters and other buildings close by causing more damage and cost to the city and worse the potential loss of life if someone is inside the digester complex or close by. We work with dangerous gasses that if not handled properly, can pose a dangerous situation. I have received the business license, W-9 and CRS# from ABI. Waiting on the certificate of insurance to get the PSA submitted and approved by all required to get the funding for ABI to do the repairs.

Thank you,

Luis

From: RODARTE, ROBERT F
Sent: Wednesday, May 06, 2015 11:44 AM
To: OROZCO, LUIS G.
Cc: JONES, SHANNON W.; SCHIAVO, NICK A.; RODRIGUEZ, SHIRLEY A.
Subject: RE: Digester Corrosion

We can move forward, but are you sure that you will not exceed the \$50K threshold for small professional services. You might consider bidding it out to be safe, unless it is deemed an emergency?
Robert

From: OROZCO, LUIS G.
Sent: Wednesday, May 06, 2015 8:02 AM
To: RODARTE, ROBERT F
Cc: JONES, SHANNON W.
Subject: Digester Corrosion

Good Morning Robert,

The digesters are showing signs of corrosion as the pictures show. We asked 3 companies for quotes (RMCI, TLC and ABI). Only RMCI and ABI submitted quotes. TLC was unable to submit a quote. Anderson Brown, Inc. (ABI) who did the repairs on the East

Digester in 2013 had the lowest quote of \$45,100.00. We are working on a PSA and getting all the documents to submit to legal. I've filled out the City of Santa Fe Procurement Checklist but I'm waiting for ABI to send me a copy of business license, certificate of insurance, CRS # and W-9 form to submit to you for review and your signature on the checklist and initials on the memo before submitting to legal. Pictures 002 and 010 are of the West Digester and picture 021 is of the East Digester Floating Cover. Our plans are to have the repairs on the West Digester done this fiscal year 14/15 and the East Digester repaired in the first months of fiscal year 15/16. These repairs are needed to prevent the unfavorable oxygen and methane mixture that can potentially cause an explosion if oxygen gets into the digesters.

Thank you,

Luis



Santa Fe WWTP Digester Repairs

05/01/15

Contact: Wayne McCarthy

Phone: 505-203-1107

Fax:

Quote To: City of Santa Fe

Luis G. Orozco

Phone: 505-955-4615

Fax: 505-955-4677

Job Name: Digester Shell Repairs & piping repairs

Date of Plans:

Revision Date: 4/30/15

ITEM	DESCRIPTION	QUANTITY	UNIT	AMOUNT
10	West Digester Repairs (shell & Piping)	1.00	LS	13,100.00
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GRAND TOTAL				\$45,100.00

NOTES:

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Item 10: West Digester Roof Shell Repairs and Piping Repairs. This will include replacement of the damaged roof hatch with new gaskets for both openings. Spot repair locations that are leaking (includes cutting out the bad spots and welding in new steel).

Item 20: East Digester Floating Wall Repair. I could not find the weights on the plans sent to me so in order to hold the lid I will have to have an 85ton crane mob to the site to hold the lid in place while repairs are being made. We will coat the repairs once complete.

Thank you for the Opportunity To Bid this project for you.

Excludes:

- Testing
- Builders Risk Insurance
- Coatings inside the digesters

Quote is good for 30 days

Exhibit "A"



P.O. Box 91447
Albuquerque, NM 87199
(505) 345-0008
(505) 345-0111 FAX

April 24, 2015

City of Santa Fe
73 Paseo Real
Santa Fe, NM 87506

Attn: Luis Orozco

RE: SANTA FE WASTEWATER TREATMENT PLANT
SANTA FE, NEW MEXICO
PROPOSAL #001 – DIGESTER CORROSION REPAIR

Dear Mr. Orozco:

Due to the nature of the work required to repair the corrosion to the existing digesters at the wastewater treatment plant, we propose to do this work on a time and material basis using our current plant work on-call rates. We feel there are too many unknown factors at this time to provide a lump sum proposal. Enclosed with this letter are our current labor and equipment on-call rates. Labor, material, equipment, and mobilizations would be tracked on force account worksheets and billed at the listed rates. Labor burden would be 70% of the labor costs and our contractor's fee would be 15%. We have prepared an estimate of the work anticipated, which is detailed below. This pricing is listed for budgetary purposes.

DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
West Digester (Fixed Steel Cover) Dome, Manways, and Piping Corrosion Repair	1	LS	\$17,035.29	\$17,035.29
East Digester (Gasholder Cover) Wall Corrosion Repair	1	LS	\$45,443.08	\$45,443.08
TOTAL				\$62,478.37

Based on our information at this point, our estimated price is sixty-two thousand four hundred seventy-eight dollars and thirty-seven cents (\$62,478.37). This estimated price does not include New Mexico Gross Receipts Tax.

Thank you for this opportunity to bid this work. Please don't hesitate to contact this office if you have any questions or need additional information.

Sincerely,

Russ Collins
Project Manger

SRC:irm

Enclosures: On-call hourly rate sheets (9 pages)

cc: File No. 1504.02a

1504 02a Santa Fe WWTP Repair Proposal

OROZCO, LUIS G.

From: Zane Smith <zsmith@tlcplumbing.com>
Sent: Wednesday, April 29, 2015 4:39 PM
To: OROZCO, LUIS G.
Cc: Mike Chavez; Jeremy Zak
Subject: RE: Quotes for digester at WWTP

Luis,

I am sorry to have to inform you that we cannot provide a quote for this project. At this time there are a few things making the project difficult for us to quote. I am currently working out of town in Portales and all of our "Plant" field personnel is currently tied-up at the Albuquerque WWTP for the next few months. Because the scope of work is somewhat vague I would not feel comfortable passing on the estimate or the work to anyone other than myself or our plant crews. Unfortunately I am only able to give you excuses at this time, however we like to work with the city of Santa Fe and would appreciate the opportunity to do more work with you in the future. Please keep us in mind for the next project.

A. Zane Smith
TLC Plumbing and Utility
505-385-1067
zsmith@tlcplumbing.com

From: OROZCO, LUIS G. [<mailto:lgorozco@ci.santa-fe.nm.us>]
Sent: Thursday, April 23, 2015 12:19 PM
To: Zane Smith
Subject: Quotes

Hi Zane,

Yesterday, while on top of the west digester we noticed a small gas leak (pic 013 & 9 second video 016) from one of the rusted areas. A meeting was held this morning with Shannon Jones the Division Director, Bryan Romero and Kathleen Garcia Engineers and discussed the projects. I was told to contact the contractors providing a quote to see if the quotes can be sent to us as soon as possible so we can start the paper work on our end and get things moving.

Thank you,

Luis Orozco

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Anderson-Brown, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

- A. Repair the corroded sections on top of the west digester fixed cover.

Contractor shall remove the cover on the bonnet which is on top of the west digester fixed cover and cut and replaced as needed. The City of Santa Fe Wastewater Maintenance personnel will remove the PRV, flame arrestor and the isolation valve at the flange on the bonnet on the west digester.

- B. Remove the corroded pipe that is attached to the bonnet and cut any part of the bonnet wall that needs replacing due to corrosion.

C. Once the wall of the bonnet, if any is replaced a new pipe will be welded to the side of the bonnet with any and all flange connections. Inside of the bonnet will be cleaned and seal coated. Contractor will install a new seal on top of the bonnet and replace the cover on the bonnet using new stainless steel bolts, washers and nuts to secure the cover on top of the bonnet.

- D. Once the City of Santa Fe, Wastewater Management Division personnel transfer the sludge from the east digester to the west digester Contractor will

secure the east digester floating cover off of the corbels to repair the corroded section on the side of the east digesters floating cover. The bonnet cover is to be removed for ventilation.

E. After the repairs are completed on the east digester floating cover Contractor will unsecure the floating cover and let it rest on the corbels place a new seal on top on bonnet and place bonnet cover and tighten all bolts using new stainless steel bolts, washers and nuts to secure the cover on top of the bonnet.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it 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 rendered, a sum not to exceed forty five thousand one hundred dollars (\$45,100.00), plus applicable gross receipts taxes. Payment shall be made as follows and which also is described in Exhibit "A" attached hereto:

Fiscal Year 2014 – 2015, \$13,100, plus gross receipts taxes.

Fiscal Year 2015 – 2016, \$32,000, plus gross receipts taxes

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services

rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and

maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Attn: Luis Orozco
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

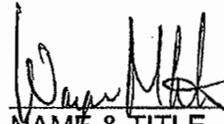
Contractor:
Anderson-Brown, Inc.
1210 Prosperity Ave. SE
Albuquerque, NM 87105

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:


BRIAN K. SNYDER, CITY MANAGER

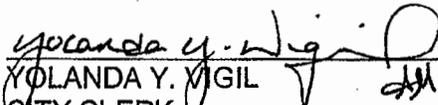

NAME & TITLE Vp. Operations

DATE: 05/21/2015

DATE: 5/26/15

NM Taxation & Revenue
CRS # 03-217446-00-2
City of Santa Fe Business
Registration # 15-00115938

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM 5/13
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

for Mesib Quer 5/28/2015
OSCAR RODRIGUEZ,
FINANCE DIRECTOR

52452.520150
Business Unit Line Item
Anderson - Brown, Inc