

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15
FOR CITY COUNCIL MEETING OF 10/14/15

ISSUE:

7. Request for Approval of Amendment No. 3 to Agreement Between Owner and Architect – CNG Fuel Facility Upgrades for Environmental Services Division; Huitt-Zollars, Inc. (Mary MacDonald)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 52251.572500 and 52416.572500

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

4-13-15

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 28, 2015**

ITEM 12

CIP PROJECT #657A – CNG FUEL FACILITY UPGRADES

- a) REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN OWNER & ARCHITECT, HUITT-ZOLLARS, INC. IN THE AMOUNT OF \$99,668.30 (MARY MACDONALD)

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE: 52251.572500 and 52416.572500

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP: Staff corrected amount listed on agenda to reflect only Amendment #3, not total contract amount

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: September 21, 2015
TO: Public Works, CIP & Land Use Committee & Finance Committee
VIA:


Isaac J. Pino, P.E., Public Works Department Director
David Pfeifer, Facilities Division Director 

FROM: Mary MacDonald, Project Administrator 

ISSUE:

C.I.P. Project #657A CNG Fuel Facility Upgrades

- Amendment 3 to Agreement Between Owner & Architect, Huitt-Zollars, Inc. (Exhibit 1)

Original Contract:	\$191,765.40
Amendment #1:	\$ 22,256.00
Amendment #2:	\$ 20,673.14
Amendment #3:	\$ 99,668.30
Contract Amount:	\$334,362.84

BACKGROUND:

On Sept. 10, 2014, City Council approved the Agreement with Huitt-Zollars, Inc., in the amount of \$191,765.40, for the design of the City's new CNG fuel facility, located on Rufina St., a system that is intended to replace the aging existing facility. The original agreement also included new CNG distribution lines & slow fill fueling stations for an additional fueling area in the Transit yard and a new fueling area for Environmental Services in the Siler yard.

On Jan. 28, 2015, City Council approved Amendment #1 to the Agreement, in the amount of \$22,256.00, for topographic survey, subsurface utility engineering, and a boundary survey. On September 15, 2015, the City Manager approved Amendment #2, in the amount of \$20,673.14, for environmental sampling and testing of the drainage pond at Siler yard, a cultural resources inventory and report for the area at Siler yard to be disturbed for the new Environmental Services fuel stations, and for the design of a replacement slow fill fuel system for the existing system in the Transit yard.

SCOPE OF WORK:

Amendment #3, in the amount of \$99,668.30, tax included, would authorize Huitt-Zollars to perform all the required design support services for the bidding and construction phases of the project, including daily observation of construction and it adds reimbursable travel expenses for their sub-consultant, Fuel Solutions, the CNG equipment designers, to visit the site from California up to four times for inspections.

SCHEDULE:

The project is scheduled to advertise for construction bids in October, 2015. The construction contract time will be 180 days.

BUDGET:

Funds for the total amount of \$99,668.30 (\$92,985.00 plus tax (rate of 0.071875) amount of \$6,683.30), will be available from Environmental Services's B.U./Line Item 52251.572500 (Exp SWD Administration/Remodel & Replacement) in the amount of \$66,445.53 and from Transit Division's B.U./Line Item 52416.572500 (Exp Transit Bus -- Federal Grant/Remodel & Replacement). This Amendment would bring the total contract amount to \$334,362.84. Exhibit 2 is the Summary of Contracts.

ACTION:

Please approve Amendment #3 with Huitt-Zollars, Inc., in the amount of \$99,668.30.
Thank you.

Exhibit 1: Amendment # 3

Exhibit 2: Summary of Contracts

xc: Jon Bulthuis, Transit Division Director
Nick Schiavo, P.E., Public Utilities Department Director
Thomas Martinez, Maintenance Director, Transit Division
Lawrence Garcia, Project Administrator, Environmental Services Division
Stephen Morales, Financial Analyst, Finance Department
Project/book file

**CITY OF SANTA FE
AMENDMENT No. 3 TO
AGREEMENT BETWEEN OWNER AND ARCHITECT**

AMENDMENT No. 3 (the "Amendment") to the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, dated September 10, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and Huitt-Zollars, 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 design services for program, design development and construction documents phases, for Compresses Natural Gas (CNG) Fuel Facility Upgrades, to the City.

B. Pursuant to Article 10.19 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. SCOPE OF WORK.

Add the design services required for the bidding and construction phases of the project, as described in Exhibit 6, attached hereto and incorporated herein by reference.

Article 4 Additional Services, paragraph 4.1.28 is added to the Agreement so that Article 4, paragraph 4.1.28 reads in its entirety as follows:

4.1.28 Provide bidding phase and construction phase services, responsibility of the Architect, as described in Exhibit 6, attached hereto and incorporated herein by reference.

Exhibit 1

2. COMPENSATION.

A. Article 11, paragraph 11.3.1 of the Agreement is amended to increase the amount of compensation by a total of ninety nine thousand six hundred sixty eight dollars and thirty cents (\$99,668.30), tax included, so that Article 11, new paragraph 11.3.1, reads in its entirety as follows:

11.3.1 For the additional services described in Exhibit 6, the Owner shall increase the amount of compensation by a total amount of ninety two thousand nine hundred eighty five dollars and zero cents (\$92,985.00) plus tax (rate 0.071875) in the amount of six thousand six hundred sixty eight three dollars and thirty cents (\$6,683.30) for a total amount of ninety nine thousand six hundred sixty eight dollars and thirty cents (\$99,668.30).

B. Article 11, paragraph 11.8.1 of the Agreement is amended to add travel between California and Santa Fe, including airfare, rental car, lodging and per diem, for a maximum of four trips to the site for Fuel Solutions, the Architect's consultant, as an authorized reimbursable expense, so that Article 11, paragraph 11.8.1, reads in its entirety as follows:

11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Surveying and utility locating. (Documentation of utility locating by New Mexico One Call is included in basic services.)
- .2 Geotechnical Report
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;

- .5 Postage, handling and delivery
- .6 Environmental assessment
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner
- .8 All taxes levied on reimbursable expenses
- .9 Travel between the Architect's office and the Project site or other Project meeting locations in Santa Fe
- .10 Travel between California and Santa Fe for the sub-consultant Fuel Solutions, including airfare, rental car, and per diem. Per diem and mileage expenses shall not exceed the amounts provided in the Per Diem and Mileage Act.

C. Article 11, section 11.8.2 of the Agreement is amended to increase the amount of Compensation for reimbursable expenses by a total of eight thousand two hundred fifteen dollar and zero cents (\$8,215.00), plus tax (0.071875) in the amount of five hundred ninety dollars and forty five cents (\$590.45) for a total of eight thousand eight hundred five dollars and forty five cents (\$8,805.45), so that Article 11, section 11.8.2, reads in its entirety as follows:

11.8.2 For reimbursable expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants. The allowed amount shall be sixty six thousand five hundred eighty five dollars and forty five cents (\$66,585.45), tax included.

3. SCOPE OF THE AGREEMENT

Article 13, paragraph 13.2.3 "Other documents:" of the Agreement is hereby amended. A new Exhibit 6, "Bidding and Construction Administration Services for the CNG Facility Upgrades", dated September 18, 2015", is attached.

4. 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. 3 to the City of Santa Fe Agreement Between Owner and Architect as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR:
HUITT-ZOLLARS, INC.

JAVIER M. GONZALES, MAYOR

JOHN JARRARD, VICE PRESIDENT

Date: _____

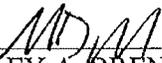
Date: _____

CRS No. 02-279106-000
City of Santa Fe Business Registration:
15-00003145

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

52251.572500 & 52416.572500
BUSINESS UNIT/LINE ITEM

A/E Construction Phase Services for
 City of Santa Fe
 CNG Fueling Facility Upgrades

Manhour Estimate

September 11, 2015

	Project Manager	Architect	CNG Consultant	Electrical	CADD	MP
Bidding						
Attend Pre Bid Meeting	4	4	8			
Clarifications during Bidding	1	12	8	4		
Issue Addendum	1	8	4	4	4	4
Attend Bid Opening	2	2				
	8	16	20	8	4	4
Total Hours	\$ 1,200.00	\$ 2,340.00	\$ 3,000.00	\$ 1,150.00	\$ 300.00	\$ 180.00
Labor Costs						8,000
Construction Phase						
Attend / Facilitate Preconstruction Meeting	2	2				
Field Visits						
6 months x 20 visits / month = 120	32	180	6	6		
120 visits x 1.5 HR/ Visit		240	8	8		
Travel 2 hours / Trip x 120 Trips						
Submittal Review	4	16	16	16		
Respond to RF's	2	8	8	8		
Project Close Out						
Pre Final Inspection	6	6	16	6		
Final Inspection	6	6	16	6		
Prepare As Built Drawings, Review M&O Manuals, etc.	2	24	20	12	32	8
Total Hours	52	480	90	62	32	8
Labor Costs	\$ 8,320.00	\$ 43,200.00	\$ 13,500.00	\$ 8,990.00	\$ 2,400.00	\$ 360.00
						76,770

TOTAL LABOR (W/O NMGRT) \$ 84,770.00

REIMBURSABLE EXPENSES

Mileage	\$ 6,555.00
120 Visits @ 95 Miles Each= 15,200 miles x .575 / Mile	
Airfare	\$ 1,000.00
4 Trips @ \$250.00 / Trip	To be billed under existing reimbursable
Car Rental	
Lodging	\$ 480.00
4 Nights @ \$120.00 / Night	
Per Diem @ \$ 45.00 / Day x 4	\$ 180.00
TOTAL FEE	\$ 92,965.00 (Excluding NMGRT)

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 6501 Americas Pkwy. NE • Suite 550 • Albuquerque, NM 87110-5372 • 505.883.8114 phone • 505.883.5022 fax • huitt-zollars.com

September 18, 2015

Ms. Mary MacDonald
Project Manager
City of Santa Fe
Facilities Division
Public Works Department
2651 Siringo Road Bldg. E
Santa Fe, NM 87505

RE: Bidding and Construction Administration Services for the CNG Facility Upgrades for the City of Santa Fe.

Dear Mary,

Huitt-Zollars is pleased to provide this fee proposal for bidding and construction phase services for the above referenced project. The services will be based on the scope of work described below and in our recent conversations. The following Scope of Services and Fee based on our understanding of the project requirements.

SCOPE OF SERVICES

The design services will include bidding and construction administration services for the proposed CNG Upgrades at the City of Santa Fe Transit and Solid Waste facilities. The scope of services is as described below:

BIDDING PHASE

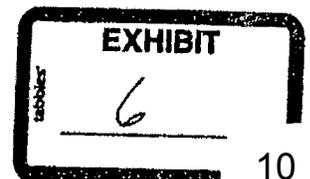
- Attend Pre Bid Meeting
- Provide Clarifications to Bidders
- Review Product Substitution Submittals
- Issue Addendum
- Attend Bid Opening

CONSTRUCTION PHASE

- Attend pre-construction conference.
- Furnish consultation and advice during construction pertaining to the Contract Document's intent.
- Review manufacturer's shop drawings when required by the Contract Documents.
- Provide daily observations of the project site and provide a written summary of observations to City's Project Manager.
- Conduct construction progress meetings.
- Prepare change order documentation if required.
- Assist in final and punch list inspections
- Prepare as-built drawings based on recorded information provided by Contractor.

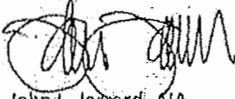
FEE

Huitt-Zollars' fee for the additional design services outlined above is a lump sum fee of \$ 84,770.00. (See attached spreadsheet for fee breakdown) New Mexico Gross Receipts Tax will be invoiced in addition to these professional fees. An estimate of reimbursable expenses is included on the attached spreadsheet. Reimbursable expenses will



be billed at the direct costs per the agreement. All services will be invoiced monthly based on a percentage of the work completed. Permit and related application fees for regulatory agencies are not included in the design fees. We look forward to continuing our working relationship with you, the City of Santa Fe. Please do hesitate in calling me if you have any questions or need any additional information.

Sincerely,
Hultt-Zollars, Inc.

A handwritten signature in black ink, appearing to read "John L. Jarrard". The signature is stylized and somewhat cursive, with a large initial "J" and "L".

John L. Jarrard, AIA
Vice President



**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 | <input type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | AMENDMENTS | <input checked="" type="checkbox"/> |

2 Name of Contractor Huitt-Zollars, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$191,765.40

Termination Date: Sept. 10, 2018

Approved by Council Date: September 14, 2014

or by City Manager Date: _____

Contract is for: design of new CNG fuel facility system to replace an aging failing system, including new slow fill fuel stations for garbage trucks & expanded stations at Transit

Amendment # 3 to the Original Contract# 14-0901

Increase amount \$99,668.30

Extend Termination Date to: no extension

Approved by Council Date: (pending)

or by City Manager Date: _____

Amendment is for: bid phase & construction phases services, including inspections & increase in travel reimbursables

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

Amendment # 1 Inclusive of GRT

Amount \$ 22,256.00 of original Contract# 14-0901 Termination Date: no change

Reason: add work of topographic survey, subsurface utility engineering & boundary survey

Amount \$ 20,673.14 amendment # 2 Termination Date: no change

Reason: soil sampling & testing drainage pond, archaeology report & slow fill sys. Transit

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 334,362.84





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

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

RFP RFQ Sole Source Other

6 **Procurement History:** second year of a four year contract
example: (First year of 4 year contract)

7 **Funding Source:** Exp SWD Administration/Remodel & Replacement 52251.572500 &
Exp Transit Bus Fed. Grant/Remodel & Replacement BU/Line Item: 52416.5725

8 **Any out-of-the ordinary or unusual issues or concerns:**
funding is awaiting approval & loading
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Mary MacDonald *MM* Phone # 955-5934

Division Contract Administrator: David Pfeifer

Division Director: David Pfeifer, Facilities Division Director *David Pfeifer*

Department Director: Isaac J. Pino, P.E., Public Works Department Director *Isaac J. Pino*

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

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** Issuing the RFP made the design work cost competitive.

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** requires a licensed Architect & specialized engineering

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** No - selection was made through the RFP process - highest scoring consultant gets the work.

17 **Has the contract has been approved as to form by City Attorney's Office?:** yes

18 **Is this for City Manager or Council approval?:** Council

To be recorded by City Clerk:

Contract # _____

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