

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 05/27/15
ITEM FROM FINANCE COMMITTEE MEETING OF 05/18/15**

ISSUE:

49. Request for Approval of Amendment No. 1 to Professional Services Agreement – Provide Regulatory Support Services for Canyon Road Water Treatment Plant; Environmental Engineering and Technology. (Alex Puglisi)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 1 to professional services agreement to provide regulatory support services for Canyon Road Water Treatment Plant with Environmental Engineering and Technology in the amount of \$30,000 per fiscal year 15/16, 16/17 and 17/18 for a total of \$120,000, plus gross receipts tax, for the term of the agreement.

FUNDING SOURCE: 52361.510310

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
PUBLIC UTILITES COMMITTEE MEETING OF 5/6/15
ISSUE NO. 18 Request for approval of Amendment No. 1 to the contract with Environmental Engineering & Technology for a term extension through June 30, 2018 and an increase of \$30,000.00 each fiscal year. (Alex Puglisi) Public Utilities Committee – 5/6/15 Finance Committee – 5/18/15 City Council – 5/27/15
PUBLIC UTILITES COMMITTEE ACTION: Approved on Consent.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	Excused		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

memo

DATE: April 16, 2015
TO: Public Utilities Committee, Finance Committee, City Council
VIA: Nick Schiavo, Interim Public Utilities and Water Division Director *NSA*
FROM: Alex Puglisi, Interim Manager, Source of Supply Section *[Signature]*

ITEM AND ISSUE:

Request approval of Amendment #1 to the PSA with Environmental Engineering & Technology for a term extension through 6/30/18 and an increase of \$30,000 plus nmgrt each fiscal year. This contract term is necessary to utilize the services of this PSA throughout the monitoring periods imposed by the United States Environmental Protection Agency (USEPA) under the Unregulated Contaminant Monitoring Rule, the Surface Water Rule LT 2, and also for needed environmental services including the preparation of the annual Consumer Confidence Report.

BACKGROUND AND SUMMARY:

The Source of Supply (SOS) Section is requesting extension of the attached EE&T Contract (#15-0095) through 6/30/2018 for the following services:

- Assist the Canyon Road Water Treatment Plant in process control evaluations of water treatment and residuals management units;
- Provide regulatory support for Safe Drinking Water Act (SDWA) compliance, monitoring and reporting requirements; and,
- Provide operational and process control training to SOS staff.

The requested extension is necessary to provide regulatory support services and process evaluation/training to the SOS operators at the Canyon Road Water Treatment Plant (CRWTP) and the Public Utilities Department. EE&T support is also required in assisting the Public Utilities Department through the provision of regulatory and technical support, and compliance activities such as the annual Consumer Confidence Report, Unregulated Contaminant Monitoring Rule, and other Surface Water Rule and Ground Water Rule requirements. The SOS is understaffed at the current time and requires regulatory and technical support from EE&T support to fulfill the compliance monitoring and reporting requirements of the federal SDWA Amendments.

Budget will be available upon approval of the FY 15/16 year Budget in BU/LI # 52361.510300

RECOMMENDED ACTION:

Request approval of Amendment #1 to the PSA with Environmental Engineering & Technology for a term extension through 6/30/18 and an increase of \$30,000 plus nmgrt each fiscal year.

**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 February, 11, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Environmental Engineering & Technology. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

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, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor for actual services rendered, a sum not to exceed one hundred twenty thousand dollars (\$120,000), plus applicable gross receipts taxes. Payment shall be made as follows:

Fiscal Year 2014 – 2015, thirty thousand dollars (\$30,000), plus applicable gross receipts taxes as outlined in Exhibit "A" attached hereto and incorporated herein;

Fiscal Year 2015 – 2016, thirty thousand dollars (\$30,000), plus applicable gross receipts taxes;

Fiscal Year 2016 – 2017, thirty thousand dollars (\$30,000), plus applicable gross receipts taxes;

Fiscal Year 2017 – 2018, thirty thousand dollars (\$30,000), plus applicable gross receipts taxes.

The total amount for the four (4) years will be for services rendered to the City.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement to June 30, 2018. The term of this agreement shall not exceed four (4) years in accordance with the terms of this agreement, unless sooner pursuant to Article 6.

3. 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:

EE&T

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

M. Brennan 4/16/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52361.510300
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 Envirnomenta Engineering & Technology

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$30,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: New contract for SOS projects (piggyback off of the BDD RFP)

Amendment # 1 to the Original Contract# 15-0095

Increase/(Decrease) Amount \$ 30000 per fy

Extend Termination Date to: June 30, 2018

Approved by Council Date: Pending

or by City Manager Date: _____

Amendment is for: Increase comp and term

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

Inclusive of GRT

Amount \$ 30,000.00 of original Contract# 150095 Termination Date: 06/30/2015

Reason: lab and training

Amount 30000 per fy amendment # 1 Termination Date: 06/30/2018

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 120,000



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

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

RFP# 1507P BDDB Date: September 1, 2014

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: _____ **BU/Line Item:** 52361.5103

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # 955-4271

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Forward to Finance and CM for signature.

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 Environmental Engineering & Technology (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. **Task 1 – Support for 2014 CCR preparation (Spring 2015)**

- 1.1. Compile all data from City of Santa Fe, BDD, NMED, and other sources as in similar Spring 2014 effort
- 1.2. Prepare draft CCR using format/layout requested by City of Santa Fe
- 1.3. Revise and update as needed based on City of Santa Fe staff review
- 1.4. Proofread and correct final version as needed prior to printing

Task 2 – Operator Training videos for Canyon Road

- 2.1. Two trips to Santa Fe
 - 2.1.1. One to spend one day with AV Consultant to videotape two scripted 30-min training sessions

Task 3 – UCMR 3 sample collection, analytical services, and other support

- 3.1 Activities through June 30, 2015 (February and June 2015 sampling events)
 - 3.1.1.1 Analytical services
 - 3.1.1.2 Sample collection, reporting, QA, and other support
 - 3.1.1.3 This work to be covered under contract for FY2014-2015
- 3.2 Entry point and maximum residence time samples for each of eight entry points
 - 3.2.1.1 Alto-Ferguson Blending Station
 - 3.2.1.2 Agua Fria Well
 - 3.2.1.3 Santa Fe Well
 - 3.2.1.4 St. Michael's Well

- 3.2.1.5 Osage Well
- 3.2.1.6 Torreon Well
- 3.2.1.7 Buckman Tank
- 3.2.1.8 2 MG Tank (Canyon Road WTP)
- 3.3 Schedule
 - 3.3.1.1 Samples in February a 2015 at all locations (8 entry point and 8 distribution system)
 - 3.3.1.2 Samples in June 2015 only from the Canyon Road WTP entry point and maximum distribution residence time location

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 thirty thousand dollars (\$30,000), plus applicable gross receipts taxes as outlined in Exhibit "A" attached hereto.

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 and approval 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 terminate on June 30, 2015, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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 Agreement.

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.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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.

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:
Water Division
Attn: Director
P.O. Box 909
Santa Fe, NM 87504

Contractor:
E E & T
Attn: Project Manager
712 Gum Rock Court
Newport News, VA 23606

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

CITY OF SANTA FE:

CONTRACTOR:
EE&T



JAVIER M. GONZALES, MAYOR



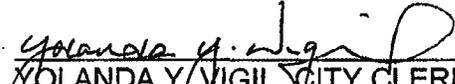
NAME & TITLE William Cornell / CFO

DATE: 2/22/15

DATE: 3/2/15

CRS #54-1316306
City of Santa Fe Business
Registration # 15-00120184

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 2/11/15

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:



OSCAR RODRIGUEZ, FINANCE DEPARTMENT

52361.510300
Business Unit Line Item

EXHIBIT “A”

Scope and Budget – Analytical, Operator Training, and Regulatory Support

List of Tasks:

- Task 1. Support for CCR preparation
- Task 2. Operator Training at Canyon Road
- Task 3. UCMR3 sample collection, analytical services, and other support

Background:

Richard Brown and other EE&T staff have been evaluating performance and recommending improvements or refinements for optimization of the City of Santa Fe drinking water system since the Safe Drinking Water Act (SDWA) regulatory audit conducted by EE&T in 2001-2002. Since then, EE&T has cooperated with City of Santa Fe staff to plan, perform bench- and pilot-scale evaluations, develop designs, catalog recommended operational practices, conduct operator training, and troubleshoot system facilities (when needed).

EE&T has conducted assessments of all infrastructure and operational practices at the Canyon Road WTP, all the City Wells, the Buckman Wellfield, and the tanks and piping network of the distribution system. This has always included recommendations for refinements needed not only for compliance with current state and federal regulatory requirements, but also new regulatory requirements anticipated for subsequent years. This has included evaluations for the Stage 2 DBPR, all versions of the SWTR, arsenic, radionuclides, TCR, and GWR.

EE&T has studied the source water quality, evaluated treatment alternatives, catalogued regulatory compliance capability of existing infrastructure (current and future regulations), outlined best operating practices, and provided operator training. The latter has included classroom and one-on-one personal training with existing staff to discuss and reinforce earlier discussions, as well as providing opportunities when needed to train new personnel. With the cooperation of staff at BDD and Canyon Road, EE&T has also performed tracer tests, DBP formation evaluations, and evaluation of relative contributions of the different treated water sources (via conductivity monitoring) in order to understand conditions within the distribution system under different operating conditions.

For the three tasks outlined above, EE&T has already had extensive involvement with City of Santa Fe for a number of years. EE&T has assisted the City of Santa Fe with other projects that are similar to the UCMR3 tasks (Task 3), particularly IDSE and other Stage 2 DBPR efforts in the distribution system. The tracer and related Stage 2 DBPR work in the distribution system has allowed EE&T to already have a great deal of familiarity with the distribution system. In addition, EE&T has its own laboratory so we have experience in collecting samples and then preparing and maintaining chain-of-custody and shipping requirements. EE&T staff also have a clear understanding of QA/QC, MRLs, and other aspects of the UCMR3. Furthermore, we know the parameters being analyzed and can therefore provide feedback to the City of Santa Fe regarding any “hits” from the UCMR3 monitoring.

Summary of Tasks:

1. Task 1 – Support for 2014 CCR preparation (Spring 2015)
 - 1.1. Compile all data from City of Santa Fe, BDD, NMED, and other sources as in similar Spring 2014 effort
 - 1.2. Prepare draft CCR using format/layout requested by City of Santa Fe
 - 1.3. Revise and update as needed based on City of Santa Fe staff review
 - 1.4. Proofread and correct final version as needed prior to printing
2. Task 2 – Operator Training videos for Canyon Road
 - 2.1. Two trips to Santa Fe

- 2.1.1. One to spend one day with AV Consultant to videotape two scripted 30-min training sessions
- 3. Task 3 – UCMR 3 sample collection, analytical services, and other support
 - 3.1. Activities through June 30, 2015 (February and June 2015 sampling events)
 - 3.1.1.1. Analytical services
 - 3.1.1.2. Sample collection, reporting, QA, and other support
 - 3.1.1.3. This work to be covered under contract for FY2014-2015
 - 3.2. Entry point and maximum residence time samples for each of eight entry points
 - 3.2.1.1. Alto-Ferguson Blending Station
 - 3.2.1.2. Agua Fria Well
 - 3.2.1.3. Santa Fe Well
 - 3.2.1.4. St. Michael's Well
 - 3.2.1.5. Osage Well
 - 3.2.1.6. Torreon Well
 - 3.2.1.7. Buckman Tank
 - 3.2.1.8. 2 MG Tank (Canyon Road WTP)
 - 3.3. Schedule
 - 3.3.1.1. Samples in February a 2015 at all locations (8 entry point and 8 distribution system)
 - 3.3.1.2. Samples in June 2015 only from the Canyon Road WTP entry point and maximum distribution residence time location

Budget :

- 1. Task 1 – Support for 2014 CCR preparation (Spring 2015)
 - 1.1. Lump sum = \$3,000
- 2. Task 2 –Operator Training for Canyon Road
 - 2.1. Total for two modules, 30-min each, prior to June 30, 2015 = \$10,500
- 3. Task 3 – UCMR3 sample collection, analytical services, and other support
 - 3.1. February (including analytical, shipping, labor, expenses)
 - 4.1.1. 16 samples collected, shipped, analyzed, reported
 - 4.1.2. Labor = preparation and sampling
 - 3.2. June 2015 (including analytical, shipping, labor, expenses)
 - 3.2.1. 2 samples collected, shipped, analyzed, reported
 - 3.2.2. Labor = sampling
 - 3.3. Total
 - 3.3.1. \$16,500 before June 30, 2015

Grand Total = \$30,000