



**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING OF 2/4/15**

**ISSUE NO. 12**

Request for approval of a Professional Services Agreement with EE&T for consulting services, regulatory compliance, and technical and operational services for the amount of \$30,000.00 exclusive of NMGRT. (Alex Puglisi)

- a. Request for approval of a Budget Adjustment Request for the amount of \$124,969.33.

Finance Committee – 2/2/15  
 Public Utilities Committee – 2/4/15  
 City Council – 2/11/15

**PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 2/11/15 City Council.**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	x		
COUNCILOR MAESTAS	x		
COUNCILOR BUSHEE	Absent for vote		
COUNCILOR DIMAS	x		
COUNCILOR IVES	x		

**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 02/11/15**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 02/02/15**

**ISSUE:**

8. Request for Approval of Professional Services Agreement – Environmental Consulting Services for Public Utilities and Wastewater Division; Environmental Engineering & Technology. (Alex Puglisi)

A. Request for Approval of Budget Adjustment – Water Fund

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of professional services agreement for environmental consulting services for public utilities and wastewater divisions with Environmental Engineering & Technology in the amount of \$30,000 plus gross receipts tax.

**FUNDING SOURCE: 52361.510300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

# City of Santa Fe, New Mexico

# memo

**DATE:** January 21, 2015  
**TO;** Finance Committee, Public Utilities Committee, City Council  
**VIA:** Nick Schiavo, Interim Public Utilities and Water Division Director  
**FROM:** Alex Puglisi, Interim Manager, Source of Supply Section

*Alex A. Puglisi*

## ITEM AND ISSUE:

Request to enter into a Professional Services Agreement with EE&T to provide authorization for needed environmental consulting services in the amount of \$30,000 plus NMGRT, pursuant to RFP #15/07/P.

## BACKGROUND AND SUMMARY:

The Source of Supply (SOS) Section is requesting approval of the attached EE&T Contract to include the following services:

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

The requested contract 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.

Additionally, the Source of Supply Section is requesting a budget adjustment in the amount of \$124,969.33, as outlined in the attached Budget Adjustment Requests.

## RECOMMENDED ACTION:

The Public Utilities Department recommends Council approval of the attached contract with EE&T for FY 2015 in an amount not-to-exceed \$30,000 plus NMGRT, so that necessary regulatory/technical support and training services can be provided to the Source of Supply Section to meet critical regulatory requirements and allow full operation of all City water sources.

Additionally the Public Utilities Department recommends approval of Budget Adjustment Requests in the amount of \$124,969.33. Sufficient budget will be available in BU/LI# 52361.510300 upon approval of the attached Budget Adjustment Requests.

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.

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:  
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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS #54-1316306  
City of Santa Fe Business  
Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

AKDM                      1/22/15  
\_\_\_\_\_  
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



**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 Envirnomentl 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 # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Amendment is for:

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

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

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# 1507P BDDB Date: September 1, 2014

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: Pending

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, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 S.F.C.C. 1987

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

Official Document  
Please Post

Business Name: ENVIRONMENTAL ENG TECHNOLOGY

Location: SF COUNTY

Class: BUSINESS REGISTRATION-STANDARD PSA W/CITY

Comment:

Control Number: 0051236

License Number: 15-00120184

Issue Date: January 12, 2015

Expiration Date: December 31, 2015

ENVIRONMENTAL ENG TECHNOLOGY  
712 GUM ROCK COURT

NEWPORT NEWS VA 23606

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)  
1/22/2015

<b>PRODUCER</b> HH&B Williamsburg 5388 Discovery Park Blvd, Suite 250 Williamsburg, VA 23188		757-903-4700	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b> Environment Engineering & Technology, Inc 712 Gum Rock Court Newport News VA 23606		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: CNA INSURER B: INSURER C: INSURER D: INSURER E:		<b>NAIC #</b> 20443

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liability <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B4025951573	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	B4025951606	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	B4025951606	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	WC425951590	5/1/2014	5/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Professional Engineering Services

### CERTIFICATE HOLDER

### CANCELLATION

City of Santa Fe  
 Public Works Department  
 Attn: Maya Martinez  
 200 Lincoln Ave  
 Sante Fe, NM 87504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Patrick R. Sinks

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

# \_\_\_\_\_

DEPARTMENT / DIVISION / SECTION / UNIT NAME PUD/Water/ SOS				DATE 01/21/2015		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Professional Services	52361.510300			124,969		
Service Contracts	52361.510310				92,513	
Operating Supplies	52361.530200				32,456	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i> --Attach supporting documentation/memo				<b>TOTAL</b>	\$ 124,969	\$ 124,969

To cover the (-\$92,513.08) balance in professional services caused by expenditures applied to the incorrect LI#

Also transferring the amount needed of \$32456.25 to fund the contract with EE&T.

Maya Martinez Prepared By _____ Date _____	<b>CITY COUNCIL APPROVAL</b> City Council Approval Required <input type="checkbox"/>  City Council Approval Date _____  Agenda Item #: _____	<div style="text-align: right;">            Budget Officer _____ Date 1/23/15         </div> <div style="text-align: right;">            Finance Director _____ Date 1-24-2015         </div> <div style="text-align: right;">           City Manager _____ Date _____         </div>
Division Director _____ Date _____		
Department Director _____ Date 1/21/15		