

Buckman Direct Diversion Project

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

MEMORANDUM

Date: March 19, 2014

To: Buckman Direct Diversion Board

Via: Nick Schiavo, Acting Water Division and PUD Director
Shannon Jones, Acting BDD Facility Manager

From: Rick Carpenter, BDD Project Manager *RC*

Subject: **Request Approval of Contract Amendment No.1 with Smith Engineering Co., in the Amount of \$35,100 (plus NMGR) for Unanticipated Extended Construction Management Efforts for the BDD Booster Station 2A Solar Project**

BACKGROUND

The BDD Project was tasked with developing sources of “green” power in lieu of taking all of its electric power from the PNM grid system. Accordingly, the Project developed a 1MW solar power facility that is a dedicated power source to the BDD water treatment plant. Additionally, the Project is currently developing a second solar power project, which will supply 1.5 MW of power to the BDD Booster Station 2A. However, construction of this facility was delayed to allow for time for PNM approval of the design and interconnect. This resulted in an extension of the project schedule by approximately 30 days. The purpose of this contract amendment is to cover the additional costs incurred by Smith Engineering, as the construction manager, for this extended period of time.

RECOMMENDATION

Funding for this requested contract amendment will be covered by the existing NMFA grant funds for the overall project. Staff recommends approval of the contract amendment.



**BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No.1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SMITH ENGINEERING COMPANY**

This AMENDMENT No.1 (the "Amendment") is made to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2013 (the "Agreement"), between the Buckman Direct Diversion Board (the "BDDDB") and Smith Engineering Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the BDDDB.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the BDDDB.

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 BDDDB 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 thirty five thousand one hundred dollars (\$35,100.00) plus gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDDB shall pay to the Contractor in full payment for services rendered a sum up to and not to exceed two hundred twelve thousand one hundred dollars (\$212,100.00), plus applicable gross receipts taxes

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 is replaced to read in its entirety as follows:

This Agreement shall terminate on October 31, 2014, unless terminated pursuant to Paragraph 6, infra.

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 Professional Services Agreement as of the dates set forth below.

**BUCKMAN DIRECT
DIVERSION BOARD**

By: _____
Chairperson
Date: _____

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

NM Taxation & Revenue
CRS # 02-133963-005
City of Santa Fe Business
Registration No. 13-00009310

APPROVED AS TO FORM:


Nancy R. Long BDDDB Counsel

APPROVED:

Marcos A. Tapia, City Finance Director

72410.510300
Business Unit/Line Item

ATTEST:

Yolanda Y. Vigil, City Clerk
File Date: _____



Buckman Direct Diversion Board

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 Smith Engineering

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$177,000.00

Termination Date: December 31, 2013

☐ Approved by BDDDB Date: Pending

☒ or by Project Manager Date:

Contract is for: Solar Facility BDD Booster Station 2A

Amendment # 1 to the Original Contract# 13-0435

Increase/(Decrease) Amount \$ 35100

Extend Termination Date to: October 31, 2014

☒ Approved by BDDDB Date: Pending

☐ or by Project Manager Date:

Amendment is for: Increase Term and comp

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

Amount \$ 177,000.00 of original Contract# 130435 Termination Date: 04/01/2014

Reason:

Amount \$ 35,100.00 amendment # 1 Termination Date: 10/31/2014

Reason: comp and term

Amount \$ amendment # Termination Date:

Reason:

Amount \$ amendment # Termination Date:

Reason:

Total of Original Contract plus all amendments: \$ 212,100



Buckman Direct Diversion Board

Summary of Contracts, Agreements, & Amendments

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

RFP# 13/24/P Date: February 28, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: BDD **BU/Line Item:** 72140

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 for Dale Lyons.

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:

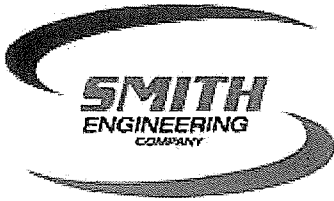
Contract # _____

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

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

Comments:

m



Solutions for Today... ...Vision for Tomorrow

February 13, 2014

Rick Carpenter/BDDDB
COSF Water Division
PO Box 909
801 W. San Mateo
Santa Fe, New Mexico 87504

**Re: BUCKMAN DIRECT DIVERSION BOOSTER STATION 2A – PV
(TIME EXTENSION: APRIL 01, 2014 – OCTOBER 31, 2014)**

Construction Management/Observation Services

Mr. Carpenter and BDD Board Members

Smith Engineering Company (SMITH) **is pleased to provide COSF/BDDDB** with this proposal for construction management & observation services – TIME EXTENSION for the referenced project.

Team Smith Scope of Work will continue to include: (NOT LIMITED TO)

- Perform "DAILY" construction observations to confirm that the construction generally follows the guidelines set forth within Santa Fe/BDDDB. Standard Specifications for Public Works Construction, the most current edition.
- Submit a Digital Daily Field Report - via E-mail to the Project Team.
- Conduct weekly construction progress meetings.
- Verify that Adequate Density Testing are accomplished our hired Testing Agency for all work phases.
- Review Progress payments & make recommendations.
- Review Submittal Package, make recommendations.
- Prepare final punch lists.
- Verify that punch list item work is completed.
- Prepare Close-out Packages.
- Coordinate w/Contractors, COSF/BDDDB as needed for completion of project.

SMITH will invoice this project monthly, on a (Percent Complete - Lump Sum Basis) for the Construction Management & Observation Services. We are basing our Fee on a – (7 months - 29 Weeks) duration; starting from APRIL 01, 2014 through OCTOBER 31, 2014, on a Full Time basis.

Should the contractor exceed the date of October 31, 2014, Smith Engineering will request additional fee's & continue to track man-hours accordingly.

If you have any questions regarding this proposal, please contact me. We look forward to providing these services for COSF/BDDDB.

Sincerely,
Smith Engineering Company


Jim Spindler
Vice President
Construction Management Services

Date

2201 San Pedro Drive, NE
Building 4, Suite 200

Albuquerque, NM 87110
JimS@smithengineering.pro

Telephone 505/884-0700 Fax 505/884-2376

An Agreement for the Provision of Professional Services

Professional Firm:

Smith Engineering Company (SMITH)
2201 San Pedro Drive NE
Building 4, Suite 200
Albuquerque, NM 87112

Client:

Rick Carpenter/BDDDB
COSF Water Division
PO Box 909
801 W. San Mateo
Santa Fe, New Mexico 87504

PROJECT: BUCKMAN DIRECT DIVERSION BS2A – PV (TIME EXT)

LUMP SUM FEE: Using the procedures set forth under the attached "Term and Conditions", Owner shall pay Engineer a LUMP SUM FEE amount of **\$35,100.00** **monthly** (NOT INCLUDING: applicable gross receipts tax) Thirty-Five Thousand, One Hundred Dollars Monthly. See Attached Spreadsheet.

Accepted this _____ day of 2014.

For:

SMITH ENGINEERING CO.

Signature

JIM SPINELLO

Name

VICE PRESIDENT

Title

For:

COSF/BDDDB

Signature

Name

Title



Solutions for today ... Vision for tomorrow

2/13/2014

CONSTRUCTION MANAGEMENT SERVICES (Time Extension)

BUCKMAN DIRECT DIVERSION BOOSTER STATION 2A

PHOTOVOLTAIC (PV) PROJECT

Construction Time =

7 MONTHS (Approx. 29 Weeks) April - October 2014

Pre-Construction Conference

| | Hrly Rate | Est. Hours | Estimated Amount |
|------------------------------|-----------|------------|------------------|
| Construction Project Manager | \$155.00 | 0 | \$0.00 |
| Field Technician | \$100.00 | 0 | \$0.00 |
| Administrative | \$45.00 | 0 | \$0.00 |
| | | | \$0.00 |

Submittal Review/Meetings/Coordination/Permits

| | Hrly Rate | Est. Hours | Estimated Amount |
|------------------------------|-----------|------------|------------------|
| Construction Project Manager | \$155.00 | 0 | \$0.00 |
| Field Technician | \$100.00 | 0 | \$0.00 |
| | | | \$0.00 |

Sub-Total Estimated Cost Pre - Construction Cost

\$0.00

Est. Time Spent During Construction/Weekly Progress Meetings, e.t.c.

| | Hrly Rate | Est. Hours | Estimated Amount |
|----------------------------------|-----------|------------|---------------------|
| Const Project Manager (20hrs/wk) | \$155.00 | 580 | \$89,900.00 |
| Field Technician (30hrs/wk) | \$100.00 | 870 | \$87,000.00 |
| Administrative | \$45.00 | 0 | \$0.00 |
| | | | \$176,900.00 |

(40hrs/wk) \$116000

Incidentals - Mileage

| | Per Diem | Est. Weeks | Estimated Amount |
|-----------------------|----------|------------|--------------------|
| Const Project Manager | \$150.00 | 29 | \$4,350.00 |
| Field Technician | \$300.00 | 29 | \$8,700.00 |
| | | | \$13,050.00 |

Sub Consultants (Team Smith)

| | Hrly Rate*10% | Est. Hours | Estimated Amount |
|------------------------------|---------------|------------|--------------------|
| DeLapp Engineering (8hrs/wk) | \$159.50 | 232 | \$37,004.00 |
| Alpha SW (3hrs/wk) | \$82.50 | 75 | \$6,187.50 |
| GEO-TEST | \$250.00 | 50 | \$12,500.00 |
| | | | \$55,691.50 |

Sub-Total Estimated Cost During - Construction Cost

\$245,641.50

EST. TOTAL - Const. Mgmt./Observ. Services

\$245,641.50

\$241,575.00

EST. MONTHLY TOTAL - Const. Mgmt. Services

\$35,091.64



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