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: January 28, 2013

To: Buckman Direct Diversion Board

From: Rick Carpenter, BDD Project Manager RC
Erika Schwender, Acting BDD Facility Manager ES

Subject: Contract Amendment in the Amount of $25,000 (Exclusive of NMGRT) to the Professional Services Agreement Between the BDD Board and Harwood Consulting, LLP for Specialized Legal, Environmental and Permitting Services

This contract amendment is to provide additional funds for an existing contract that the BDD Board has entered into with Harwood Consulting, LLP for Specialized Services Relating to the on-going Middle Rio Grande Collaborative Program Biological Opinion, and upcoming NEPA work on Pojoaque Basin Regional Water Project EIS (formerly referred to as the Aamodt Settlement Project). The contract amendment would be in the amount of $25,000.

Funds for this contract exist in the BDD Board approved "Carve Out Budget."

RECOMMENDATION
Staff recommends approval of this contract amendment in the amount of $25,000 (excluding NMGRT).

BUCKMAN DIRECT DIVERSION BOARD
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES AGREEMENT WITH
HARWOOD CONSULTING, PC

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 29, 2011 (the "Agreement"), is entered into between the Buckman Direct Diversion Board (the "BDDB") and Harwood Consulting, PC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the BDDB.

RECITALS

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

B. Pursuant to Article 17 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the BDDB 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 twenty five thousand dollars ($25,000) plus gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The BDDB shall pay to the Contractor in full payment for services rendered a sum up to and not to exceed ninety six thousand dollars ($96,000), plus applicable gross receipts taxes. Payment shall be made for services actually rendered at an hourly rate of one hundred seventy five dollars ($175.00) per hour.

2. TERM.

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

This Agreement shall terminate on December 31, 2013, 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.3 to the Professional Services Agreement as of the dates set forth below.

BUCKMAN DIRECT DIVERSION BOARD

By: _____
BDDB Chairperson
Date: _____

CONTRACTOR:
HARWOOD CONSULTING, PC

By: _____
Name: Kyle Harwood
Title: _____
Date: _____

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long, BDDB Counsel

APPROVED:

_____
Dr. Melville Morgan, City Finance Director

728000
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 Harwood Consulting PC

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $20,000.00

Termination Date: December 31, 2012

☐ Approved by BDDB Date: _____

☑ or by Project Manager Date: 8/29/11

Contract is for: Prof. Srv

Amendment # 3 to the Original Contract# 11-0940

Increase/(Decrease) Amount $ 25000

Extend Termination Date to: December 31, 2013

☐ Approved by BDDB Date: _____

☑ or by Project Manager Date: pending

Amendment is for: increase comp and term

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

Amount $ 20,000.00 of original Contract# 11-0940 Termination Date: 12/31/2012
Reason: professional services

Amount $ 27,000.00 amendment # 1 Termination Date: na
Reason: comp increase

Amount $ 24,000.00 amendment # 2 Termination Date: 06/30/2013
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $ 96,000

Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☑ _____ Date: August 22, 2011

Other _____

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

7 **Funding Source:** _____ **BU/Line Item:** 7280000

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:

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