



Meeting Date: May 23, 2018
Staff Contact: Rick Shean, Water Quality Hydrologist

TITLE: C-18-16 - Purchase Order Increase for Intera Incorporated Third-Party Technical Review of Documents, Analyses and Data produced for the Kirtland Air Force Base Bulk Fuels Facility Leak Site

ACTION: Recommend Approval

SUMMARY:

An increase to the purchase order (PO) for the third party evaluation of the Kirtland Air Force Base (KAFB) Bulk Fuels Facility site is requested. The increase from \$74,987 to \$91,200 is to complete the scope of work shown below by June 30, 2018. The increased amount is covered under the competitive pricing process carried out in the procurement for state contract no. CO5874.

Intera has provided the following support under the current PO:

1. Provide timely written comments and recommendations based on our review of documents requested by the Water Authority, such as work plans, white papers, schedules, reports, calculations, and other pertinent documents submitted by KAFB, the Air Force Civil Engineering Center, U.S. Army Corp of Engineers, their contractors, and others;
2. Carry out scoping calculations and modeling to estimate quantities such as capture zones, contaminant travel time, mass, residence time, degradation, and concentration to help assess whether the activities proposed or completed are likely to be protective of the Water Authority's interests;
3. Prepare and give presentations and attend meetings and other gatherings as directed by the Water Authority; and
4. Identified and evaluated remediation approaches for the vadose zone and saturated zone.

FISCAL IMPACT:

The increase will add \$16,213.00 to the contract which was appropriated in the Water Resources contractual services budget.



Water Utility Authority

PURCHASE ORDER NO.**CE000535****Printed** 08/04/2017**Page** 1**INQUIRIES TO:**

Albuquerque Bernalillo Water Utility Authority
PURCHASING SECTION
PO BOX 568
ALBUQUERQUE, NM 87103-0568
PHONE NO: 505-289-3227

INVOICE TO:

ABCWUA
ATTN: ACCOUNTS PAYABLE
PO BOX 568
ALBUQUERQUE, NM 87103-0568

VENDOR:

INTERA INC
ONE PARK SQUARE
1812 CENTRE CREEK DR STE 300
AUSTN, TX 78754

SHIP TO:

WATER AUTHORITY
ONE CIVIC PLAZA
5TH FLOOR RM 5027
ALBUQUERQUE, NM 87102

Buyer Name CANDIDA KELCOURSE			FOB	Ship Via Common	Contract Start 08/03/2017	Contract Expiration 06/30/2018
LINE	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
0001	74,987.00	EA	3RD PARTY EVALUATION OF THE KAFB BFF LEAK SITE CORRECTIVE ACTION ACTIVITIES. PROVIDE PROFESSIONAL SERVICES PER THE ATTACHED SCOPE OF SERVICES FOR FOUR TASKS AT THE RATES SPECIFIED WITHIN THE ATTACHED COST SHEET. CONTRACT PERIOD: 08/03/2017 - 06/30/2018 VENDOR CONTACT: JOHN SIGDA (512) 425-2092 jsigda@intera.com DAVID JORDAN (505) 246-1600 djordan@intera.com WATER AUTHORITY CONTACT: RICK SHEAN FLSHEAN@ABCWUA.ORG (505) 289-3025 INVOICE MAY BE EMAILED TO: vendorinvoices@abcwua.org V2017-PT		\$1.00	\$74,987.00



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Buyer Name CANDIDA KELCOURSE			FOB	Ship Via Common	Contract Start 08/03/2017	Contract Expiration 06/30/2018
LINE	QTY	UNIT	DESCRIPTION		UNIT PRICE	EXTENDED PRICE
					TOTAL	\$74,987.00

Authorization to Proceed: Purchasing Officer signature on Purchase Order indicates Chief Operating Officer, Chief Financial Officer and Executive Director have reviewed and approved.

Jonathan Daniels
Purchasing Officer

Albuquerque Bernalillo County Water Utility Authority (Water Authority)

TERMS AND CONDITIONS

IMPORTANT: READ CAREFULLY. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY TO PERFORM OR DELIVER IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS.

- 1. General:** Contract award occurs and a binding contract results when the Water Authority Purchasing Division issues a purchase order. The Contract consists of the purchase order with these Terms and Conditions and any written offer submitted by the Contractor and accepted by the Water Authority. The Contract may also include specifications and additional terms included in a Request for Bids or Proposals or separate contract, which, in the event of a conflict, take precedence over these Terms and Conditions as specified in those documents.
- 2. Packing, Shipping and Invoicing:** Department name AND purchase order number MUST be on all invoices, packages, packing slips, bills of lading, etc.
 - * The Department's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing slip.
 - * Until delivered to the Water Authority in accordance with the Contract, Contractor will bear all risk of loss or damage. Shipment is F.O.B. Destination unless purchase order states otherwise.
- 3. Delivery and Inspection:** Delivery will be strictly in accordance with the Water Authority's delivery schedule and instructions. Final inspection and acceptance will not be deemed to be a waiver by the Water Authority of its right to (a) cancel, reject or return, at Contractor's risk and expense, all or any portion of the non-conforming goods, services or construction, or (b) make a claim for damages.
- 4. Payment Terms/Discounts:** Payment terms are net thirty (30) days unless otherwise specified in the Contract. Discounts, if offered, will be computed from the date of actual delivery or receipt of invoice, whichever is later.
- 5. Taxes:** All offers include any applicable gross receipts taxes unless otherwise specified. The Water Authority will furnish, on request, a Non-Taxable Transaction Certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Contractor. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods, services or construction to which the taxes apply.
- 6. Commercial Warranty:** The Contractor agrees that it will provide the Water Authority with the most favorable commercial warranties the Contractor gives to any customer for the goods, services, or construction and that the rights and remedies provided herein shall extend to the Water Authority and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability. In the event that the goods, services or construction are found to be defective or fail within the warranty period, Contractor will, at its own expense, promptly repair the defects.
- 7. New Material:** All items provided under this Contract are to be NEW and of most current production, unless otherwise specified.
- 8. Indemnification:** Contractor hereby agrees to indemnify and hold harmless the Water Authority, its Board, officers, agents and employees against any and all damages, claims, expenses or other liability, including attorneys' fees, arising out of any (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the goods, services or construction provided by Contractor pursuant to this Contract; (b) negligence or willful misconduct of Contractor; (c) Contractor's failure to perform fully its obligations herein in a timely manner; or (d) breach of any of Contractor's representations and warranties herein.
- 9. Insurance:** Contractor shall maintain in effect during the term of the Contract, Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers' Compensation Insurance in the amounts and as otherwise specified by the Water Authority. As proof that such insurance is in effect, the Contractor shall furnish certificate(s) of insurance in a form satisfactory to the Water Authority prior to providing goods, services or construction under the Contract.
- 10. Right to Audit:** Contractor shall maintain complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation which sufficiently support all charges under this Contract. Contractor shall retain such records for three (3) years after final payment, or longer if required by law. Authorized representatives of the Water Authority may inspect and copy records pertaining to this Contract at the Contractor's business office during normal business hours. Contractor shall include this audit provision in any subcontracts that it may issue under this Contract.
- 11. Default:** The Water Authority reserves the right to cancel all or any part of this Contract without cost to the Water Authority if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Water Authority due to the Contractor's default. The Contractor shall not be liable if failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Water Authority shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources. The rights and remedies of the Water Authority provided in this paragraph shall not be exclusive and are in addition to and do not limit any rights afforded to the Water Authority by law or under this Contract.
- 12. Termination for Lack of Appropriations:** Notwithstanding any provision in this Contract to the contrary, payments hereunder are contingent upon the Water Authority Board making the necessary appropriations. If sufficient appropriations are not made, this Contract may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default and all payment obligations of the Water Authority and all of its interest in this Contract will cease upon the date of termination. The Water Authority's determination regarding appropriations shall be accepted by the Contractor and shall be final.
- 13. Termination for Convenience:** The Water Authority may terminate this Contract at any time by giving at least thirty (30) days notice in writing to the Contractor. In such event, the Contractor shall be paid under the terms of the Contract for all goods, services or construction provided to and accepted by the Water Authority prior to the effective date of termination.
- 14. Termination for Debarment:** The Water Authority shall have the right to terminate the Contract without notice upon receipt of a notice of debarment of, or ineligibility to receive funds by, the Contractor from any federal, state or local agency.
- 15. Assignment/Changes:** Neither the Contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Water Authority's Purchasing Officer, or designee. No such assignment or transfer shall relieve the Contractor from the obligations and liabilities under this Contract. In no case shall the Contract be changed without the prior written approval of the Water Authority's Purchasing Officer.
- 16. Compliance With Ethics Provisions:** The Contractor certifies that (1) it has not, either directly or indirectly, entered into action in restraint of free competitive bidding; (2) it is in compliance with the Ethical Conduct provisions of the City of Albuquerque's Public Purchases Ordinance, Section 5-5-22 R.O.A. 1994; (3) 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 this Contract; and (4) it has followed and will continue to follow all requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978.
- 17. Compliance With Laws:** In performing the Contract, the Contractor shall comply with all applicable laws, ordinances and codes of the federal, State and local governments, including, but not limited to, all federal, State and local non-discrimination provisions. Contractor will obtain and maintain, and furnish to the Water Authority upon request, any and all permits, licenses, approvals, certificates and other documents required by the Water Authority, or otherwise required by applicable law.
- 18. Contract Information:** Direct all correspondence or inquiries concerning this Contract to: Water Authority Purchasing Division, P.O. Box 568, Albuquerque, New Mexico 87103, or call (505) 289-3227.
- 19. Governing Law:** This Contract is governed by the laws of the State of New Mexico without regard to principles of conflicts of law. Any and all actions or proceedings relating to the subject matter of this Contract will be subject to the exclusive jurisdiction of State and federal courts located in Bernalillo County, New Mexico.

IMPORTANT NOTICE: When accepting a hand-carried purchase order, Contractor should call the Purchasing Division to certify validity of the purchase order; or request photo identification from the person presenting the purchase order and maintain for its records the Water Authority ID number of that person. The Water Authority will not be liable for purchases made by unauthorized individuals. (Rev. 10/28/2015)