



## City Council Staff Report

DATE: July 5, 2017

CONSENT CALENDAR

SUBJECT: APPROVAL OF AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT NO. A6690 WITH ANDERSONPENNA, INC., IN THE AMOUNT OF \$35,470 FOR ASSISTANCE WITH THE REIMBURSEMENT PROCESS FOR STATE REVOLVING FUND AND GREEN PROJECT RESERVE FOR THE WASTEWATER TREATMENT PLANT UPGRADE, CITY PROJECT NO. 15-14

FROM: David H. Ready, City Manager

BY: Engineering Services Department

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### SUMMARY

The requested action will approve Amendment No. 2 to the Professional Services Agreement No. A6690 with AndersonPenna, Inc. in the amount of \$35,470 for an increased total contract amount of \$88,690 for the Wastewater Treatment Plant Upgrade, City Project No. 15-14.

### RECOMMENDATION:

- 1) Approve Amendment No. 2 to the Professional Services Agreement No. A6690 with AndersonPenna, Inc. in the amount of \$35,470 for an increased total contract amount of \$88,690 for the Wastewater Treatment Plant Upgrade, City Project No. 15-14; and
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

On April 1, 2015, the City of Palm Springs entered into a contract with AndersonPenna for professional assistance in the preparation of applications forms, documents, financial and technical assistance in the submittal of a funding request to the California State Water Resources Control Board for a government loan of as much as \$30 Million from the Clean Water State Revolving Fund (SRF) Program to finance the construction of the City of Palm Springs Wastewater Treatment Plant Upgrade, City Project No. 15-14 (Project). A Purchase Order for Amendment No. 1 was executed on October 17,

ITEM NO. 1.A.

2016, in the amount of \$14,000 for assistance in applying for Green Project Reserve (GPR), a loan forgiveness grant program. The grant application resulted in over \$1.1 million in loan forgiveness for the City to the SRF.

Navigating the reimbursement process for SRF and GPR requires specialized knowledge in both the application and funding procedures, an area in which AndersonPenna had demonstrated their expertise both with the City and other public agencies. In order to secure the City's reimbursements in a timely manner and minimize any miscommunication between the granting agencies and the City, staff recommends that the City execute a contract amendment for AndersonPenna to manage the reimbursements for the grants and funding that they helped secure for the Project. The proposal from AndersonPenna for providing assistance for the SRF and GPR reimbursement process is shown in Attachment #1.

#### ENVIRONMENTAL IMPACT:

On June 18, 2014, the City Council, acting as the lead agency in accordance with the California Environmental Quality Act (CEQA), and pursuant to Section 15074 of the CEQA Guidelines, reviewed, approved, and ordered the filing of a Mitigated Negative Declaration (MND) for the construction of several new replacement facilities at the City's Wastewater Treatment Plant facility, including: influent sewer, headworks, septage receiving station, influent pump station, primary clarifiers, scum pump station, primary sludge pump station, primary sludge de-gritting, gravity thickener cover, Digester No. 2 cover, foul air treatment facility, new electrical building, and lighting system. These projects, bundled together, have been identified as the City of Palm Springs Wastewater Treatment Plant Upgrade, City Project No. 15-14. A Notice of Determination (NOD) for the Project was subsequently filed with the Riverside County Clerk on June 25, 2014.

#### FISCAL IMPACT:

The original contract amount was approved for \$39,220. Amendment No. 1 was in the amount of \$14,000, bringing the contract total to \$53,220. The total cost for Amendment No. 2 is \$35,470, as shown in the cost breakdown below:

#### Proposed Amendment No.2

Task 1: Initial Set Up and Administration:	\$6,690
Task 2: Reporting and Reimbursements:	\$28,780
Total:	\$35,470

The total contract cost, including Amendment No. 1 and No. 2, is \$88,690, as shown below:

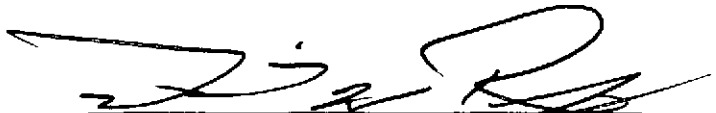
Original Contract:	\$39,220
Amendment No. 1:	\$14,000
<u>Amendment No. 2:</u>	<u>\$35,470</u>
Total:	\$88,690

All costs associated with the Project, both prior and future costs, are entirely funded by the Wastewater Enterprise Fund (Fund 420). No General Fund or Measure J Capital Fund budget will be required in the delivery of the Project.

SUBMITTED



Marcus L. Fuller, MPA, P.E., P.L.S.  
Assistant City Manager



David H. Ready, Esq., Ph.D.  
City Manager



Thomas Garcia, P.E.  
City Engineer

ATTACHMENTS:

1. AndersonPenna Proposal
2. Amendment No. 2

# **ATTACHMENT 1**



June 10, 2017

Mr. Marcus Fuller, PE  
Assistant City Manager  
City of Palm Springs  
3200 East Tahquitz Canyon Way  
Palm Springs, CA 92262

**Subject: Assistance for SRF & GPR Reimbursement Process**

Dear Marcus:

As we have discussed, the City of Palm Springs is requiring assistance with the SRF & GPR reimbursement process for the Wastewater Treatment Plant(WWTP) Upgrade Project.

Sudi Shoja, PE will be responsible for preparing the various elements of the reimbursements and coordinating all aspects of the SWRCB approval processes. Consistent contact with funding agency staff is required to ensure that documents receive timely attention, and are evaluated by the various divisions involved.

Scope of Services:

- Prepare all necessary forms and eligible costs for initial reimbursement and then the monthly reimbursements
- Provide all back up information such as prevailing wage, AIS & DBE Information for the purpose of reimbursement processing
- Provide quarterly reports to meet the requirements
- Coordinate with State project managers in various divisions to gain full approval for all above
- Prepare closeout documents

We look forward to continuing to work with you and ensure full reimbursement of the SRF and GPR funding . Please contact Sudi Shoja at (949) 637-1405 or me at (714) 504-2753 if you have any questions.

Sincerely,  
AndersonPenna Partners, Inc.

Angelique M. Lucero, Principal

3737 Birch Street, Suite 250 • Newport Beach, CA 92660  
PHN 949 428 1500 • FAX 949 258 5053

[www.andpen.com](http://www.andpen.com)  
Certified DBE



**Fee Proposal - Financial Reimbursement and Reporting  
 Wastewater Treatment Plant Project**

Task Item	AndersonPenna Partners Labor Hours				Direct Costs	Total Hours	Total Fee
	Project Manager	Grant Manager	Analyst	Senior Engineer			
<b>Hourly Rates</b>	\$165.00	\$140.00	\$120.00	\$155.00	\$0.00		
<b>Task 1. Initial Set Up &amp; Administration</b>							
1.1 Project Management / Invoicing	10					10	\$1,650
1.2 Initial Setup		36				36	\$5,040
<b>Task 2 Reporting &amp; Reimbursements</b>							
2.1 5 Quarterly Reporting		40				40	\$5,600
2.2 Equipment Reimbursement Request		18				18	\$2,520
2.3 18 Monthly Reimbursement Requests		108				108	\$15,120
2.4 Close out		36			500	36	\$5,540
<b>TOTAL HOURS</b>	10.00	238.00	-	-		248	
<b>TOTAL CONTRACT FEE</b>	\$1,650	\$33,320	\$-	\$-	\$500		<b>\$35,470</b>

# **ATTACHMENT 2**

**AMENDMENT NO. 2  
TO AGREEMENT NO. A6690  
STATE REVOLVING FUND LOAN AND GREEN PROJECT RESERVE  
REIMBURSEMENT ASSISTANCE  
WASTEWATER TREATMENT PLANT UPGRADE  
CITY PROJECT NO. 15-14**

THIS SECOND AMENDMENT TO Agreement No. 6690 for consulting services, (herein "Amendment") made and entered into on the \_\_\_ day of \_\_\_\_\_, 2016, by and between CITY OF PALM SPRINGS, a California charter City and municipal corporation, (herein "City"), and AndersonPenna Partners, Inc., a California corporation, (herein "Consultant"), is hereby amended as follows:

**RECITALS**

WHEREAS, City and Consultant entered into that certain Agreement No. A6690 for preparation of applications, forms, documents, financial and technical assistance in the submittal of a funding request to the California State Water Resources Control Board for a government loan of as much as \$30 Million from the Clean Water State Revolving Fund (SRF) Program to finance the construction of the City of Palm Springs Wastewater Treatment Plant Upgrade, City Project No. 15-14, ("Agreement"); and

WHEREAS, the parties executed Amendment No. 1 to the Agreement to provide additional services associated with documentation of City Project No. 15-14 applicability to the Green Project Reserve (GPR) through the SRF Program making the City eligible for up to \$720,000 in principal forgiveness from its SRF loan amount; and

WHEREAS, the parties wish to amend the Agreement to provide additional services associated with processing reimbursements from the GPR and the SRF Programs for City Project No. 15-14, in accordance with Consultant's letter dated June 10, 2017, included herewith as Attachment 1; and

Section 1, Scope of Services, Exhibit "A", is hereby amended by adding the following Task Item 6:

"6. Assist with the SRF & GPR reimbursement process for the Wastewater Treatment Plant (WWTP) Upgrade Project – Consultant shall assist City with preparation of invoices and support documents for the project for reimbursements for the Green Project Reserve (GPR) and the SRF Programs. These services shall include:

- Prepare all necessary forms and eligible costs for initial reimbursement and then the monthly reimbursements
- Provide all back up information such as prevailing wage, AIS & DBE Information for the purpose of reimbursement processing
- Provide quarterly reports to meet the requirements
- Coordinate with State project managers in various divisions to gain full approval for all above
- Prepare closeout documents"



Section 2. Section 2.1, Maximum Contract Amount, is hereby revised to reflect the total amended contract amount as herein specified by this Amendment. The Maximum Contract Amount is increased to \$88,690. The Schedule of Compensation, Exhibit "C", is hereby amended and increased by \$35,470 to add Task 6 "SRF & GPR Reimbursement and Reporting" on not to exceed amount of \$35,470.

Section 3. Schedule of Performance, Consultant shall provide the services provided herein by this Amendment as directed by City; Exhibit "D" is hereby revised to extend the completion dates in accordance with the SWRCB's acceptance of Project Closeout documentation.

Section 4. Full force and effect: Except as otherwise previously modified herein, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the date first written above.

CITY OF PALM SPRINGS,  
a California charter city and municipal  
corporation

ATTEST:

By: \_\_\_\_\_  
James Thompson  
City Clerk

By: \_\_\_\_\_  
David Ready  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Douglas Holland  
City Attorney

AndersonPenna Partners, Inc., a California corporation

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name/Title