



**PUBLIC SERVICE BOARD MEETING  
AGENDA ITEM  
REGULAR MEETING**

**Wednesday, December 13, 2023**

**SUBJECT**

Amendment to Professional Services Agreement with Aquatech Septic & Underground, LLC (Aquatech)

**BACKGROUND**

On March 3, 2023, EPWater entered into a Professional Services Agreement with Aquatech Septic & Underground, LLC for regulatory compliance sampling services for a term of five years not to exceed \$100,000 pursuant to the delegated signature authority of the President/CEO. This contract allows Aquatech to continue regulatory compliance sampling for Vinton Village Estates after EPWater assumed responsibility for overseeing the Public Water Systems (PWS.) Since then, EPWater has become responsible for three additional PWSs within Vinton, Vinton Alegre Estates, Hillside Water Works, and Vinton Hills Subdivision. At this time, \$520,000 of additional capacity is needed beyond the delegated authority to ensure EPWater can continue to use Aquatech to complete the regulatory compliance sampling that is required for all four PWSs within Vinton for the remaining four years.

**STRATEGIC OBJECTIVES SUPPORTED**

Increase Customer Satisfaction & Confidence

**EVALUATION PROCESS**

Staff reviewed and evaluated the current professional services contract and determined that additional capacity is needed to continue the regulatory compliance sampling. Aquatech Septic & Underground, LLC has been a reliable, responsive, and qualified local vendor. They have required licenses by TCEQ to provide the services. These professional services are exempt from bidding requirements under Chapter 2254 of the Texas Government Code.

**FINANCIAL IMPLICATIONS**

Sufficient funds are available in account number 7720, and the funding source is the Water and Sewer Fund.

**PROPOSED ACTION REQUESTED**

Consider and approve an Amendment to Professional Services Agreement with Aquatech Septic & Underground, LLC, pursuant to Chapter 2254 of the Texas Government Code, to increase the capacity of the agreement for regulatory compliance sampling services by an additional \$520,000 to increase the cumulative agreement amount to \$620,000 for the remaining term of the contract, contingent upon Aquatech maintaining and providing their valid TCEQ licensure.

**SUPPORTING DOCUMENTATION PROVIDED**

- Aquatech Septic & Underground, LLC Proposal

# AQUATECH SEPTIC & UNDERGROUND, LLC

PO BOX 836, CANUTILLO, TEXAS 79835

Tel. 915.877.4790 aquatech1997@sbcglobal.net

[www.aquatechsu.net](http://www.aquatechsu.net)

**Date:** November 01, 2023

**To:** El Paso Water Utilities  
Richard Wilcox 915-591-5407 rawilcox@epwater.org

**Re:** Services for the following Public Water Systems located in Vinton, TX:  
Vinton Alegre Estates PWS TX0710169  
Hillside Water Works PWS TX0710050  
Vinton Hills Subdivision PWS TX0710172  
Vinton Village Estates PWS TX0710151

**IMPORTANT NOTE:** This proposal is based on 4 separate PWS, once all the PWS are consolidated we will revisit and provide a new proposal, as reportings and samplings will be on a different schedule.

We are pleased to offer our proposal for the following services for the above-mentioned Public Water Systems.

The following pricing is per each PWS.

## **Water Operator Scope of Work:**

### **INCLUSIONS:**

**WEEKLY OPERATIONAL DUTIES:** **\$1,500.00/ month for 1 PWS, \$1,000 each additional PWS**  
Collect a weekly distribution disinfectant residual and maintain records for 2 years.

**MONTHLY OPERATIONAL DUTIES:** **\$1,250.00/ month for 1 PWS, \$875 each additional PWS**  
**MONTHLY COLLECTION OF ONE BACTERIOLOGICAL SAMPLE:**  
Collect a Coliform (bacteriological) sample and submit to an accredited lab for analysis. Maintain record of results for 5 years.

**QUARTERLY OPERATIONAL DUTIES:** **\$1,900.00/ quarterly for 1 PWS, \$1,330 each additional PWS PREPARATION & SUBMITTAL OF DISINFECTANT LEVEL QUARTERLY OPERATIONAL REPORT (DLQOR):**  
Recordkeeping of weekly disinfectant residual and maintain records for 2 years.

**ANNUAL OPERATIONAL DUTIES:** **\$1,000.00/ yearly for 1 PWS, \$700 each additional PWS**  
Consumer Confidence Report (CCR) sent to customers by July 1 for previous year; CCR + Certificate of Delivery (COD) to TCEQ by July 1 for previous year (if you are a Community PWS):

**EVERY 3 YR OPERATIONAL DUTIES:** **\$2,500.00/every 3 years per PWS**

**LEAD & COPPER TAP SAMPLE MONITORING:**

Lead & Copper Tap Sample Monitoring due in September 2023. Collect a Lead & Copper sample @ 5 designated residences and submit to an accredited lab for analysis. Submit the results to TCEQ. To include container distribution, sample collection and shipping of samples to LCRA. Notification of results to customers sampled and any other reporting requirements.

**EXCLUSIONS:**

***The following reporting's per PWS as required by TCEQ:***

1. Operations and Maintenance Manual
2. Monitoring Plan
3. Sample Site Plan, develop a sample site plan that includes a map showing sample sites where chlorine residuals and coliform samples are collected.
4. Emergency Action Plan
5. Preventive Maintenance Plan
6. Drought Contingency Plan
7. Customer Service Inspection/Cross-Connection Control Program
8. System Map (will need copy existing map)
9. SOP's (Standard Operating Procedures) for Bacteria sample collection; chlorine residual testing; maintenance activities; etc.
10. Flushing Logs
11. Customer Complaint Logs
12. Annual Tank Inspection Forms
13. Respond any TCEQ correspondence.
14. Yearly Water Use Survey & Water Loss Audit Report to Texas Water Development Board
15. All water mater repairs or any water lines
16. Meter Readings
17. Customer billing

***NOTE:***

Water Operator/ Aquatech will not be responsible for ANY other TCEQ requirements not listed in the inclusions of this proposal.

**Closure:**

The client warrants and represents that he has the right to enter upon the real property involved herein and extends this right to Aquatech. Aquatech agrees to exercise due care in the performance of all services pursuant hereto. If you agree in all the prior and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces below and return a copy to us.

Fees and times stated in this Proposal are valid for **ninety (90)** days after the date of this letter. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

**TERMS:** Aquatech will invoice monthly, 30 days net.

*Thank you for the opportunity and consideration, we look forward to working together!*

**APPROVALS:**

Aquatech Septic & Underground, LLC

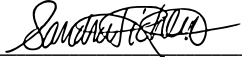
El Paso Water

PRINT NAME: Sandra Richter

PRINT NAME: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

SIGNATURE: 

SIGNATURE: \_\_\_\_\_

DATE: November 01, 2023

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