



City of Sacramento City Council

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 2/12/2013

Report Type: Consent

Title: Supplemental Agreement: Additional Flow Monitoring Services (X14120200)

Report ID: 2013-00104

Location: Citywide

Recommendation: Pass a Resolution authorizing the transfer of Wastewater funds (Fund 6006) in the amount of \$90,000 from the Pocket AD 2 Sewer Project (X14002300) to the Flow Monitoring Services Project (X14120200) and Pass a Motion authorizing the City Manager or the City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement No. 2012-0155 with SFE Global, to provide additional flow monitoring services for an amount not-to-exceed \$90,000, bringing the agreement's total not-to-exceed amount to \$280,000.

Contact: Bill Busath, Engineering Manager, (916) 808-1434; Brett Grant, Supervising Engineer, (916) 808-1413, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

- 1-Description/Analysis
- 2-Background
- 4-Resolution
- 6-Exhibit A -Supplemental Agreement

City Attorney Review

Approved as to Form
 Janeth D. San Pedro
 2/5/2013 4:07:17 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
 Janelle Gray
 1/29/2013 11:00:34 AM

Approvals/Acknowledgements

Department Director or Designee: Dave Brent - 2/1/2013 1:58:51 PM

James Sanchez, City Attorney

Shirley Concolino, City Clerk
 John F. Shirey, City Manager

Russell Fehr, City Treasurer

Description/Analysis

Issue: The Department of Utilities (DOU) utilizes sewer flow measurement data to determine existing pipe capacity, develop and update sewer flow computer models, update sewer infrastructure master plans to include future development proposals, and identify pipelines within the sewer system in need of rehabilitation. Staff is not available or trained in using the specialized equipment needed to conduct the flow measurements. City Council authorized a Professional Services Agreement with SFE Global in January 2012 to provide these needed flow monitoring services. Staff has identified the need to continue the flow monitoring currently underway. The proposed Supplemental Agreement will authorize payment for these additional services, in an amount not-to-exceed \$90,000.

Policy Considerations: The requested action is in conformance with Article II of Chapter 3.64 of the City Code.

Environmental Considerations: The Community Development Department, Environmental Planning Services has determined that agreements for condition assessment activities are exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061(b)(3) of the CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Sustainability: The projects that result from flow monitoring are consistent with the City's Sustainability Master Plan by reducing Sanitary Sewer Outflows, which is one of the City's sustainability targets; improving service; and improving reliability, which will reduce energy-intensive maintenance efforts.

Commission/Committee Action: Not applicable

Rationale for Recommendation: The approval to transfer funds from the Pocket AD 2 Sewer Improvement project (X14002300) to the Flow Monitoring Services contract and approval of the proposed Supplemental Agreement with SFE Global will permit the conclusion of flow monitoring needed for completion of DOU studies.

Financial Considerations: The proposed supplemental agreement is for flow monitoring services for a not-to-exceed amount of \$90,000. To fund the supplemental agreement DOU proposes a transfer of wastewater funds (Fund 6006) from Pocket AD 2 Sewer Improvement project (X14002300) of \$90,000 to the Flow Monitoring Services project (X14120200) in order to execute the agreement.

Emerging Small Business Development (ESBD): Emerging and Small Business Enterprise (ESBE) participation was considered during the evaluation and selection process that led to approval of the current agreement with SFE Global, by providing a five percent (5%) evaluation preference to firms that were certified by the City as a small business enterprise (SBE) and/or emerging business enterprise (EBE). SFE Global is not certified in the City as an EBE or SBE.

BACKGROUND

Flow monitoring is utilized by the Department of Utilities (DOU) to determine existing pipe capacity, develop and update sewer flow computer models, update sewer infrastructure master plans to include future development proposals, and identify pipelines within the sewer system in need of rehabilitation. Staff is not available or trained in using the specialized equipment needed to conduct the flow measurements.

In November 2011, the DOU issued a Request for Qualifications (RFQ's) from qualified consultants to provide on-call flow monitoring services including: flow monitoring site assessment, equipment installation, site follow-up/maintenance, data retrieval, data reporting, equipment removal, and equipment repair to support a variety of projects located citywide. Based on the RFQs submitted, SFE Global was selected to provide these services using a selection committee comprised of three staff from the DOU and one participant from the Department of Transportation using a standard rating system.

The not-to-exceed amount of the original Professional Services Agreement (Agreement 2012-0155) was \$190,000.

Staff has identified the need to continue and supplement the flow monitoring currently underway in order to complete several DOU planning studies. The proposed Supplemental Agreement will authorize payment for these additional services for an amount not-to-exceed \$90,000. The transfer of \$90,000 from the Pocket AD 2 Sewer Improvement project (X14002300) to the Flow Monitoring Services project (X14120200) will fund the Supplemental Agreement.

RESOLUTION NO.

Adopted by the Sacramento City Council

AUTHORIZING THE TRANSFER OF WASTEWATER FUNDS (Fund 6006) FROM POCKET AD 2 SEWER IMPROVEMENT PROJECT (X14002300) TO THE FLOW MONITORING SERVICES PROJECT (X14120200)

BACKGROUND

- A. The Department of Utilities utilizes sewer flow measurement data to determine existing pipe capacity, develop and update sewer flow computer models, update sewer infrastructure master plans to include future development proposals, and to identify pipelines within the sewer system in need of rehabilitation. Staff is not available or trained in using the specialized equipment needed to conduct the flow measurements.
- B. City Council authorized a Professional Services Agreement (Agreement 2012-0155) with SFE Global in January 2012 to provide these needed flow monitoring services.
- C. Staff has identified the need to continue the flow monitoring currently underway and to supplement the flow monitoring previously performed under the agreement in order to complete several DOU planning studies.
- D. Supplemental Agreement No. 1 will authorize payment of these additional services for an amount not-to-exceed \$90,000, increasing the contract not-to-exceed amount from \$190,000 to \$280,000.
- E. The transfer of \$90,000 of wastewater funds from the Pocket AD 2 Sewer Improvement project (X14002300) to the Flow Monitoring Services project (X14120200) will fund Supplemental Agreement No. 1.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or the City Manager's designee is authorized to transfer \$90,000 of wastewater funds (Fund 6006) from the Pocket AD 2 Sewer Improvement project (X14002300) to the Flow Monitoring Services project (X14120200).

SUPPLEMENTAL AGREEMENT

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Project Title and Job Number: X14120200
Purchase Order #: 0000016689

Date: January 23, 2013
Supplemental Agreement No.: 1

The City of Sacramento ("City") and SFE Global ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2012-0155, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:

Contractor has provided flow monitoring services as directed by the City on an as-needed Basis, and it is necessary to increase the budget for the Contractor's services so that the Contractor can complete and supplement flow monitoring that has already begun. Section 5 of Exhibit A is amended to read in its entirety as follows:

"Contractor shall perform services through and including June 30, 2014."

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is increased by \$90,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$190,000
Net change by previous supplemental agreements:	\$0
Not-to-exceed amount prior to this supplemental agreement:	\$190,000
Increase by this supplemental agreement:	\$90,000
New not-to exceed amount including all supplemental agreements:	\$280,000

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.

4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.

5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager

City Attorney

Approved By:

Contractor

Attested To By:

Approved By:

City of Sacramento

City Clerk