

RESOLUTION NO. 2013-0044

Adopted by the Sacramento City Council

February 12, 2013

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).

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Exhibit A -Supplemental Agreement

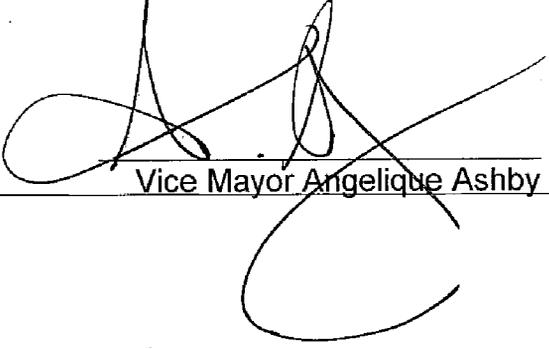
Adopted by the City of Sacramento City Council on February 12, 2013 by the following vote:

Ayes: Councilmembers Ashby, Cohn, D Fong, Hansen, McCarty, Pannell,
Schenirer, Warren, and Mayor Johnson.

Noes: None.

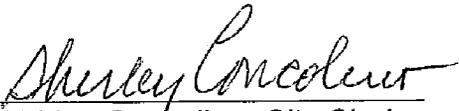
Abstain: None.

Absent: None.



Vice Mayor Angelique Ashby

Attest:



Shirley Concolino, City Clerk

SUPPLEMENTAL AGREEMENT

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