

**Meeting Date:** 12/16/2014

**Report Type:** Consent

**Report ID:** 2014-00912

**Title: Supplemental Agreement: Starr Consulting for FY 2014-15 and FY 2015-16 Source Water Protection Consultation Services (Z14001502)**

**Location:** Citywide

**Recommendation:** Pass a Motion authorizing the City Manager or his designee to execute Supplemental Agreement No. 1 to City Agreement 2014-0851 with Starr Consulting, for FY2014/15 and FY2015/16 Source Water Protection Consultation Services, in an amount not-to-exceed \$58,240, bringing the agreement's total not-to-exceed amount to \$355,740.

**Contact:** Dan Sherry, Interim Engineering & Water Resources, (916) 808-1419; Sherill Huun, Supervising Engineer, (916) 808-1455, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Environmental & Regulatory Com

**Dept ID:** 14001331

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Agreement

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### **City Attorney Review**

Approved as to Form  
Joe Robinson  
12/3/2014 10:17:16 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 11/24/2014 1:46:42 PM

## Description/Analysis

**Issue Detail:** The Department of Utilities (DOU) seeks approval of a supplemental agreement with Starr Consulting to assist with ongoing Source Water Protection Consultation Services. The proposed supplemental agreement provides for additional resources necessary to develop a Drinking Water Quality Incident Response Plan that includes practical strategies for City staff to utilize when dealing with an incident that may affect drinking water quality.

**Policy Considerations:** Completion of the tasks in the agreement is essential to support the following goals in the City's 2030 General Plan:

1. Provide water supply facilities to meet future growth within the City's Place of Use and assure a high-quality and reliable supply of water to existing and future residents.
2. Protect local watersheds, water bodies, and groundwater resources, including creeks, reservoirs, the Sacramento and American Rivers, and their shorelines.

**Economic Impacts:** None

**Environmental Considerations:** The Community Development Department, Environmental Planning Services, has reviewed the proposed agreement and has determined that this is an ongoing administrative activity and is not considered a "project" under the provisions of the California Environmental Quality Act (CEQA), CEQA Guidelines Section 15378.

**Sustainability:** Conducting the Sacramento River and American River source water protection programs are consistent with the City's Sustainability Master Plan goals of conserving the use and protecting the sources of water.

**Commission/Committee Action:** Not applicable

**Rationale for Recommendation:** On May 7, 2014, the DOU issued a Request for Qualifications (RFQ) that solicited qualifications from consulting firms to provide source water protection consultation services. On June 12, 2014, DOU received one statement of qualifications from Starr Consulting. The project manager reviewed the submittal and found the submittal valid and the firm qualified to perform these services. City Council approved the agreement on August 26, 2014, and Starr Consulting is successfully performing the services. This supplemental agreement will allow the consultant to develop a Drinking Water Quality Incident Response Plan for the City.

**Financial Considerations:** The supplemental agreement adds \$58,240 to the not-to-exceed amount, raising the total not-to-exceed amount for professional services to \$355,740. There are sufficient funds in the Drinking Water Quality Program (Z14001500, Water Fund 6005) for this supplemental agreement.

**Local Business Enterprise (LBE):** Starr Consulting is providing the required 5% LBE participation on this contract through its subcontractor Rincon Consultants, Inc., which is a qualified LBE.

## **BACKGROUND**

The City of Sacramento has three water sources for its municipal supply: the American River, the Sacramento River, and groundwater. The rivers provide approximately 85 percent of the City's supply, while groundwater provides approximately 15 percent. The City operates two water treatment plants: the E.A. Fairbairn Water Treatment Plant and the Sacramento River Water Treatment Plant. The E.A. Fairbairn Water Treatment Plant takes American River water just downstream of the Howe Avenue Bridge, and the Sacramento River Water Treatment Plant takes a blend of American and Sacramento River water just downstream of the confluence of the American and Sacramento Rivers.

The City partners with several water utilities to implement proactive source water protection programs to help protect the quality of their Sacramento and Lower American River water supplies. City of Sacramento staff manages these programs with participation from other water utilities on the Sacramento and Lower American Rivers. Through these programs, the water utilities are involved as stakeholders in the Sacramento River watershed on various issues related to source water quality. The programs also include conducting or supporting activities to reduce the risk from potential pollutants to the water supply. Expert support is utilized to conduct this work, and much of the work is cost-shared with the partner agencies.

Key activities include the Sacramento River and Lower American River voluntary spill notification programs, in which the water utilities receive notification from upstream agencies of hazardous material spills that have potential to impact the drinking water supply. These activities are conducted as follow-up to the American River and Sacramento River Watershed Sanitary Surveys.

The City entered into a professional services agreement (C2014-0851) with Starr Consulting for support in monitoring special topics, collecting and evaluating data/information, preparing technical memoranda and reports, assisting in networking with and gathering information from other stakeholders, preparing comment letters, and conducting meetings. The proposed supplemental agreement provides for additional resources necessary to develop a Water Quality Incident Response Plan (Plan), which will enhance water quality protection of the City's water supply from potential contamination threats. The Plan will be based on the US Environmental Protection Agency Response Protocol Toolbox, and is intended to be a practical strategy for City staff to utilize when dealing with a drinking water quality incident.

The work to be conducted under the supplemental agreement is consistent with the expertise solicited in the RFQ for the FY 2014-15 through FY 2015-16 Source Water Protection Consultation Services. Protection of the City's surface water supply is a key component of the water quality incident response planning effort. The additional

services are a companion piece to the expert technical support to the City watershed spill notifications and preparedness, which include risk and treatability for various types of potential spills, assistance with follow-up to watershed spills, expert support for operator training, and other related work such as response to water quality risks and incidents.

## SUPPLEMENTAL AGREEMENT

**Project Title and Job Number: FY15-FY16 Source Water Protection Consultation Services**  
**Purchase Order #:0000026569**

**Date: 11/18/14**  
**Supplemental Agreement No.: 1**

The City of Sacramento ("City") and Starr Consulting ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0851, 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:  
Additional FY 2014-15 and FY 2015-16 services to the Agreement:

**Contractor shall perform the work and services specified in "Attachment 2 to Exhibit A", which is attached hereto and incorporated herein by this reference.**

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 \$58,240, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$297,500</u>
Net change by previous supplemental agreements:	<u>\$0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$297,500</u>
<b>Increase</b> by this supplemental agreement:	<u>\$58,240</u>
New not-to exceed amount including all supplemental agreements:	<u>\$355,740</u>

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

**Approved By:**

**Attested To By:**

\_\_\_\_\_  
City of Sacramento

\_\_\_\_\_  
City Clerk

**ATTACHMENT 2 to Exhibit A**  
**Scope of Work for Starr Consulting**  
**FY 2014/15 and FY 2015/16 Supplemental Agreement 1**

Starr Consulting and Palencia Consulting Engineers will work with the Water Quality Superintendent to complete development of the City's Water Quality Incident Response Plan (Plan). This document is intended to be largely based on the USEPA Response Protocol Toolbox. The Plan will be considered as authored by the City with technical support provided by the consultants to ensure completion of a final working version. The Plan is intended to be a practical strategy for City staff to utilize when dealing with a water quality incident. The work will be completed in two phases. Phase 1 will focus on review of the guidance materials and City resources, development of an outline and annotated outline for the Plan, and verification of the scope for Phase 2. Phase 2 will focus on completion of the Plan by gathering, preparing, and writing the Plan from the annotated outline; the Phase 2 work will be prioritized by the Water Quality Superintendent and completed as resources allow.

**Phase 1 –**

1. Review the USEPA Response Protocol Toolbox (overview and modules). This document will be used as the basis for developing the Plan. Examine other references such as:
  - USEPA's "Emergency Response Plan Guidance for Small and Medium Community Water Systems to Comply with the Public Health Security and Bioterrorism Preparedness and Response Act of 2002"
  - California Division of Drinking Water Emergency Response Plan Guidelines
  - Center for Disease Control's (CDC's) Public Health Emergency Response Guide for State, Local, and Tribal Public Health Directors
  - Emergency Response Planning Guide for Public Drinking Water Systems, Washington State Department of Health.
  - USEPA's Water Security Handbook: Planning for and Responding to Drinking Water Contamination Threats and Incidents
2. Review preliminary drafts and reference materials provided by the City of Sacramento to determine what materials can be utilized. In addition to the City's internal draft Plan, we will review a copy of the City's system specific vulnerability assessment for potential terrorist threats, and the City's existing Emergency Response Plan.
3. Discuss with City areas where City input or clarification may be needed, such as:
  - a. Types of Incidents of Most Concern
  - b. Available Options for Emergency Response Action (i.e., Containment Options, Elevated Disinfectant to Target Areas, Depressurization of System)
  - c. Hydraulic Assessment of Distribution System and Contaminant Travel Times
  - d. Identify Site-Specific Considerations Such as; locations of customers with special needs (schools, critical care facilities, food/beverage manufacturers) and/or chemicals or pesticides manufactured
  - e. How Water Quality Data Collected During Emergency will be Organized
  - f. Understanding of City's Incident Command System
  - g. Content and Format of Public Notices from the City's PIO (Appendix - DDW Templates and List of Media Contacts)
  - h. Options for Short-term Alternative Supplies for Drinking Water (Appendix - Contracts)
4. Develop an outline/table of contents for the Plan. This outline will include all major sections and subsections and identify key sources/resources to be utilized in preparing the annotated outline. This will be presented and discussed with the Water Quality Superintendent to finalize the outline (meeting will be attended by Bonny Starr and Leslie Palencia will conference call in).

5. Develop an annotated outline for the Plan. This will involve taking the final outline/table of contents from the previous task and adding more details from the USEPA guidance and discussions with City staff to begin the Plan layout. This will be presented and discussed with the Water Quality Superintendent to finalize the outline (meeting will be attended by Bonny Starr and Leslie Palencia will conference call in).
6. Verify the scope, budget, and schedule for Phase 2 in order to complete writing the Plan. This may result in prioritization of tasks by the Water Quality Superintendent to meet the estimated budget and schedule for Phase 2 shown below.

Schedule – This work will begin upon notice to proceed from the City (anticipated late December 2014 or early January 2015) and continue for six to eight weeks (depending on city review and input). It is anticipated that this will be completed by late-February 2015. However upon mutual consent of City and Starr Consulting, some activities may extend beyond this time period.

**Budget**

Task	Hours	Cost*
1	26	\$3,640
2	16	\$2,240
3	4	\$560
4	12	\$1,680
5	12	\$1,680
6	4	\$560
Total		\$10,360

\*Based on \$140 per hour

**Phase 2 –**

1. Review the scope and budget with the Water Quality Superintendent according to Task 6 developed in Phase 1. A preliminary budget has been prepared and is presented below, but due to many uncertainties until Phase 1 is completed, the tasks may need to be prioritized by the Water Quality Superintendent and completed as resources allow.
2. Prepare the supporting materials to complete the draft Water Quality Incident Response Plan. This may include generating material, gathering material from the City, or gathering material from outside agencies. This will include two meetings with City staff.
3. The Plan will be submitted and reviewed chapter by chapter and then as an overall document. A preliminary draft for each submittal will be provided to the Water Quality Superintendent for review and comment and then a revised draft will be provided for the other team member’s review and comment. It is estimated that there will be submittals for six chapters and one complete Plan.

Schedule – This work will begin upon direction from the Water Quality Superintendent and completion of Phase 1 (anticipated late-February 2015) and continue for four to six months (depending on City review and input). It is anticipated that this will be completed by September 2015. However, upon mutual consent of City and Starr Consulting, some activities may extend beyond this time period.

**Preliminary Budget**

Task	Hours	Cost*
1	2	\$280
2	220	\$30,800
3	120	\$16,800
Total		\$47,880

\*Based on \$140 per hour