

**Meeting Date:** 3/15/2016

**Report Type:** Consent

**Report ID:** 2016-00237

**Title: Supplemental Agreement: Construction Management Software Services for the Water Treatment Plants Rehabilitation Project (Z14006000)**

**Location:** Districts 3 and 6

**Recommendation:** Pass a Motion authorizing the City Manager, or the City Manager's designee, to execute Supplemental Agreement No. 1 to City Agreement No. 2013-0416 with Bentley Systems, Inc., extending the services for one year for \$31,924, bringing the agreement's total not-to-exceed amount to \$117,815.

**Contact:** Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineer, (916) 808-1438; Ian Pietz, Senior Engineer, (916) 808-1910, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Engineering & Water Resources

**Dept ID:** 14001311

**Attachments:**

1-Description/Analysis

2-Background

3-Agreement

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### **City Attorney Review**

Approved as to Form

Joe Robinson

3/2/2016 12:39:18 PM

### **Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 2/22/2016 1:41:03 PM

## Description/Analysis

**Issue Detail:** Staff recommends Council approve a supplemental agreement with Bentley Systems, Inc. for a one year extension of online construction management services (web based document control) for the Water Treatment Plants Rehabilitation Project (Project) currently under construction at the Sacramento River Water Treatment Plant (SRWTP) and the E.A. Fairbairn Water Treatment Plant (EAFWTP).

Due to unforeseen schedule changes and construction delays, the Department of Utilities (DOU) needs to extend the duration of these construction management services.

**Policy Considerations:** The Project, which provides updated infrastructure for a safe and reliable drinking water supply, is consistent with City Council focus areas of public health and safety, economic development, livability, and sustainability. Council approval is required for supplemental agreements that increase the amount of an existing agreement to \$100,000 or more.

**Economic Impacts:** None.

**Environmental Considerations:** The Community Development Department, Environmental Planning Services prepared a Mitigated Negative Declaration for the Project. City Council approved the Mitigated Negative Declaration and adopted the Mitigation Monitoring Report on March 20, 2012 (Resolution No. 2012-067). Approval of the proposed supplemental agreement would not result in any new environmental impacts not previously identified and analyzed in the adopted Mitigated Negative Declaration.

**Sustainability:** The Project is consistent with the City's Sustainability Master Plan by providing a safe and reliable water supply for the Sacramento Region.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** Approval of Supplemental Agreement No. 1 will authorize the City to extend the contract duration with Bentley Systems, Inc. for online document management for the duration of the Water Treatment Plants Rehabilitation Project. This contract enables the City to effectively manage all communications and data transfer between the Contractor and the City for the Project.

**Financial Considerations:** Supplemental Agreement No. 1 is for an amount not-to-exceed \$31,924, for a new total contract amount not-to-exceed \$117,815. There is sufficient funding in the Water Treatment Plants Rehabilitation Project (Z14006000) for this contract extension.

**Local Business Enterprise (LBE):** This agreement, as amended by Supplemental Agreement No. 1, is not subject to the City's minimum LBE participation requirement because the amount of the original agreement was less than \$100,000. Bentley Systems, Inc. is not an LBE.

## **BACKGROUND**

The City's two surface water treatment plants, the Sacramento River Water Treatment Plant (SRWTP) and the EA Fairbairn Water Treatment Plant (EAFWTP), were constructed in the 1920s and 1960s, respectively. Rehabilitation and improvement work is being performed by the Water Treatment Plants Rehabilitation Project. Construction of these improvements began in May of 2013.

EADOC, LLC, now Bentley Systems, Inc., was selected by the Department of Utilities to provide online construction management (web-based document control) services for the Water Treatment Plants Rehabilitation Project to ensure quality data management for the Project. On April 18, 2013, the Director of Utilities executed a contract with EADOC, LLC (Contract 2013-0416) for these online construction management software services for a total contract amount not to exceed \$85,891. In 2015, EADOC, LLC was purchased by Bentley Systems, Inc., and the City has approved an assignment of the agreement to Bentley Systems as successor to EADOC.

The original agreement only provided these services through December 31, 2015. Due to unforeseen schedule changes and some construction delays, the City needs to extend the durations of these services, for an additional cost of \$31,924.

**CONTRACT SUPPLEMENT  
(Nonprofessional Services)**

**Project Title and Job Number: Water Treatment Plants Rehabilitation – Z14006000**  
**Purchase Order #: 20362**

**Date: Mar-08-2016**  
**Contract Supplement No.: 1**

The City of Sacramento ("City") and **Bentley Systems, Inc., assignee of EADOC LLC** ("Contractor"), as parties to that certain EADOC Master Services Agreement designated as Agreement Number **2013-0416**, including any prior contract supplements modifying the agreement (the agreement and contract supplements 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:

**The term of the Agreement and City's subscription to the Agreement Services is extended through and including December 31, 2016.**

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 \$31,923.91**, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$ 85,890.75</u>
Net change by previous contract supplements:	<u>\$ 0.00</u>
Not-to-exceed amount prior to this contract supplement:	<u>\$ 85,890.75</u>
<b>Increase by this contract supplement:</b>	<u><b>\$ 31,923.91</b></u>
New not-to exceed amount including all contract supplements:	<u><b>\$117,814.66</b></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 contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement 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 contract supplement.

**Approval Recommended By:**

**Approved As To Form By:**

  
\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
City Attorney

**Approved By:**

 **CFO** 3/3/2016  
\_\_\_\_\_  
Contractor **DAVID J. HOLLISTER**

**Attested To By:**

**Approved By:**

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

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

**ASSIGNMENT OF CONTRACT**

This assignment is being made on MARCH 3, 2016, by EADOC LLC, a California limited liability corporation, ("Assignor"), to Bentley Systems, Incorporated, a Delaware corporation ("Assignee").

Assignor hereby assigns to Assignee, and Assignee hereby accepts, all rights, titles, interests, duties, and responsibilities under that certain contract between the Assignor and the City of Sacramento ("City"), dated April 8, 2013, and identified as **City Agreement No. 2013-0416**, including all amendments thereto executed prior to the date of this assignment, if any (hereafter collectively referred to as the "Contract"), which Contract is more fully described as follows: EADOC LLC Master Services Agreement for hosted Construction Management Software Services.

City, as evidenced by its signature below, consents to the assignment of the Contract in its entirety by Assignor to Assignee. By accepting this assignment, the Assignee agrees to assume and perform all duties, responsibilities and obligations that the Assignor has under the Contract, as if Assignee had been an original party to the Contract.

Time is of the essence in this assignment, which shall be binding on and inure to the benefit of the respective successors of the parties to this assignment. This assignment may be amended only by a writing signed by the party against whom or against whose successors enforcement of the change is sought.

EXECUTED this 3<sup>rd</sup> day of MARCH 2016.

**EADOC LLC**

**Bentley Systems, Incorporated**

By: *Eric Law*

By: *David J Hollister*

*GLENN MCCracken LEGAL CONTRACT ADMIN.*

Name: ERIC LAW

Name: DAVID J HOLLISTER

Title: FOUNDER AND MANAGER

Title: CFO

**Approved by City of Sacramento:**

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Bill Busath, Director of Utilities

**From:** [Eric Law](#)  
**To:** [Glenn McCracken](#)  
**Subject:** City of Sacramento Contract Assignment  
**Date:** Thursday, March 3, 2016 11:14:32 AM

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Glenn

You have my permission to sign the assignment letter on my behalf for the City of Sacramento contract.

Thank you

Eric