
File ID: 2024-01670

10/8/2024

Consent Item 17.

Supplemental Agreement: Evoqua Water Technologies, Inc.

File ID: 2024-01670

Location: Citywide

Recommendation: Pass a **Motion:** 1) authorizing the City Manager or the City Manager's designee to execute Supplemental Contract No. 4 to City Agreement No. PRC001691 with Evoqua Water Technologies, Inc. for the purchase of pumping parts, equipment and service in the amount of \$510,000 and increasing the total not-to-exceed amount to \$1,500,000; and 2) resetting the City Manager's authority to execute contract supplements for City Agreement No. PRC001691.

Contact: Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; David Herrmann, Utilities Operations and Maintenance Manager, (916) 808-5652, dherrmann@cityofsacramento.org; Pravani Vandeyar, Director, (916) 808-3765, pvandeyar@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Supplemental Agreement

Description/Analysis

Issue Detail: The Department of Utilities (DOU) has an ongoing need to purchase parts and equipment from original equipment manufacturers (OEM) to maintain, repair and upgrade the infrastructure of the City's water treatment plants. In many cases the equipment has reached the end of its serviceable life.

Policy Considerations: City Council approval is required for supplemental agreements of \$250,000 or more per City Code 3.04.020.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental

Services Manager has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378(b). The activity is a continuing administrative or maintenance activity, such as the purchase of supplies, and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

Sustainability: The proper maintenance of water treatment plants supports the goals of the City's Sustainability Master Plan by protecting sources of domestic water, enabling the safe conveyance of sewage, and providing flood protection.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: DOU has an ongoing need to purchase products and services from Evoqua Water Technologies in order to maintain, repair and upgrade the City's surface water treatment plants.

On December 14, 2021, City Council (File ID: 2021-01184) suspended competitive bidding and authorized the City Manager or the City Manager's designee, to execute a contract (PRC001691) with Evoqua Water Technologies for the purchase of pumping parts, equipment, and service for an amount not to exceed \$900,000 for a contract term not to three years. Supplements 1 and 2 were executed to extend the agreement through June 30, 2024. Supplement 3 was executed to extend the dates of service to December 14, 2024, and increase the not to exceed amount by \$90,000 to \$990,000.

Due to increased costs of materials and parts required for plant maintenance, DOU is requesting to execute Supplemental Contract No. 4, increasing the not to exceed amount by \$510,000 for a total not to exceed amount of \$1,500,000. Approving Supplemental Contract No. 4 will allow DOU to purchase parts and equipment vital to our upcoming water treatment plant shutdown and maintenance.

Financial Considerations: Sufficient funding for the increase exists in the approved DOU FY2024/25 Water Operating Budget to fund this agreement. There are no impacts to the General Fund for this Agreement.

Local Business Enterprise (LBE): Evoqua Water Technologies is not an LBE. The minimum LBE participation requirement was waived for this agreement.

SUPPLEMENTAL CONTRACT

Project Title and Job Number: Purchase of OEM Parts & Equipment for Water Treatment Plant **Date: 9/9/24**
Purchase Order #: _____ **Supplemental Contract No.: 4**

The City of Sacramento ("City") and Evoqua Water Technologies LLC ("Contractor"), as parties to that certain Goods Agreement designated as Contract Number PRC001691, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Technical Specifications specified in Exhibit A of the Contract is amended as follows:

The performance period for the Agreement has not changed. The Scope of Services specified in Attachment 1 to Exhibit A of the Contract is not changed.

2. In consideration of the additional and/or revised goods described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased/decreased** by \$510,000, and the Contract's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$900,000</u>
Net change by previous supplemental contracts:	<u>\$90,000</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$990,000</u>
Increase/decrease by this supplemental contract:	<u>\$510,000</u>
New not-to exceed amount including all supplemental contracts:	<u>\$1,500,000</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 goods 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 goods, including costs associated with any changes and/or delays in schedules or in the provision of additional and/or revised goods or other work by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall provide all of the goods and perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

SUPPLEMENTAL CONTRACT

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: *scott lapcewich*
scott lapcewich (Sep 12, 2024 14:09 CDT)

Title: VP/GM Municipal Treatment

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: