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DEPARTMENT OF
UTILITIES

PLANT SERVICES

CITY OF SACRAMENTO
CALIFORNIA

1391 - 35TH STREET
SACRAMENTO, CA
95822-2911

PH 916-264-5583

February 10, 1998

APPROVED
BY THE CITY COUNCIL

MAR 10 1998

City Council
Sacramento, California

OFFICE OF THE
CITY CLERK

Honorable Members in Session:

SUBJECT: SUPPLEMENTAL AGREEMENT TO THE CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT WITH MONTGOMERY WATSON FOR INFORMATION COLLECTION RULE PROJECT (ZF11) (CITY AGREEMENT 96-134) FOR AN AMOUNT NOT TO EXCEED \$165,000

LOCATION AND COUNCIL DISTRICT: City Wide (All Districts)

RECOMMENDATION: It is recommended that the City Council authorize the City Manager and City Clerk to execute a Supplementary Agreement to City Agreement 96-134 with Montgomery Watson to complete Information Collection Rule laboratory work.

CONTACT PERSON: Michael Yee, Plant Services Manager, 264-5594

FOR COUNCIL MEETING OF: March 10, 1998

SUMMARY:

The final Information Collection Rule (ICR) was published in the *Federal Register* on May 14, 1996 (61 FR 24354). The ICR requires the City of Sacramento to conduct monthly and quarterly monitoring of an extensive list of water quality parameters and disinfection by-products for an 18 month period at all treatment plants - E.A. Fairbairn WTP, Sacramento River WTP, and Well 143. Sampling is scheduled to proceed through January 1999. The City Council has previously approved fiscal year 1996-97 funding for this project/study in the Water Fund Capital Improvement program.

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Information Collection Rule Laboratory Services

COMMITTEE/COMMISSION ACTION: None

BACKGROUND INFORMATION:

- The Information Collection Rule (ICR) was published in the *Federal Register* on May 14, 1996 (61 FR 24354). This rule requires certain public water systems (PWS) to collect and report to the U.S. Environmental Protection Agency (EPA) microbiological, disinfection by-products (DBPs) and other specific water quality data characterizing their water system. Some PWS will also be required to conduct disinfection by-product precursor removal studies. The rule includes specific monitoring and reporting requirements which are dependent on source water and system size.
- The rule is intended to provide EPA with a strong base of occurrence and treatment information for use in developing new regulations for controlling disinfection by-products and disease-causing micro-organisms in drinking water. These data, joined with the results of health effects and treatment technology research, will assist EPA in making complex decisions about the risk-risk tradeoff posed by the simultaneous control of DBPs and microbial contaminants.
- EPA, not the states, has the responsibility for implementing this rule. Laboratories are required to be approved by EPA prior to conducting analyses for the ICR. The data will be publicly available after EPA has completed review and validation, about six months after sampling. PWS are not required to report the results of monitoring to their customers.
- Using the EPA inventory of public water systems and the American Water Works Association's Water Industry Data Base, EPA determined that the City of Sacramento's water system meets the applicability criteria language of the ICR.
- On November 5, 1996, the City Council authorized the City Manager and City Clerk to execute a Consultant and Professional Services Agreement with Montgomery Watson to perform Information Collection Rule sampling, coordination, data entry and laboratory analyses tasks for the 1996-97 fiscal year for an amount not to exceed \$121,600. The balance of the project is to be funded in fiscal year 1997-98.

City Council
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ENVIRONMENTAL DETERMINATION:

The project has been determined to be exempt from the provisions of California Environmental Quality Act (CEQA), under Section 15306. The project consists of basic data collection and resource evaluation activities which do not result in a disturbance to the environment.

FINANCIAL CONSIDERATIONS:

The cost of this Supplemental Agreement is \$165,000. This agreement will be funded in Capital Improvement Project "Information Collection Rule" (ZF11), which has an unobligated balance of \$248,720. as of February 2, 1998.

POLICY CONSIDERATIONS:

This action is consistent with City Council policy and legal obligations relating to consultant services agreements.

MBE/WBE EFFORTS:

Montgomery Watson is not a MBE or WBE firm. There is no opportunity for subcontracting because of the specialized nature of the proposed work. Montgomery Watson was selected because of the firm's experience in the development of the ICR program protocol and because of the firm's capability to provide both ICR Program Management and complete laboratory services.

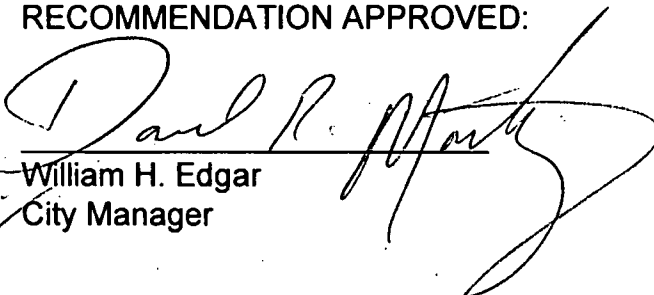
Respectfully submitted,



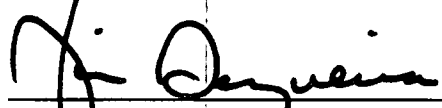
Michael Yee
Plant Services Manager

RECOMMENDATION APPROVED:

APPROVED:



William H. Edgar
City Manager



James G. Sequeira, Director
Department of Utilities

RESOLUTION NO. 98-069

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF _____

APPROVED
BY THE CITY COUNCIL

MAR 10 1998

OFFICE OF THE
CITY CLERK

**AUTHORIZE THE CITY MANAGER AND CITY CLERK TO EXECUTE
SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONSULTANT SERVICES
AGREEMENT WITH MONTGOMERY WATSON FOR THE INFORMATION
COLLECTION RULE PROJECT (ZF11) FOR AN AMOUNT NOT TO
EXCEED \$165,000**

BE IT RESOLVED BY THE SACRAMENTO CITY COUNCIL THAT:

The City Manager and City Clerk are authorized to execute Supplemental Agreement No. 1 to the consultant services agreement with Montgomery Watson, for Information Collection Rule Laboratory Services for an amount not to exceed \$165,000.

MAYOR

ATTEST:

CITY CLERK

FOR CITY CLERK USE ONLY

RESOLUTION NO.: _____

DATE ADOPTED: _____

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: ICR - Laboratory Services
Purchase Order #: 7ZF1195050

Date: February 10, 1998
Supplemental Agreement #: 1

The City of Sacramento ("City") and **Montgomery Watson** ("Consultant"), as parties to that certain Consultant and Professional Services Agreement designated as Agreement Number **CA96-134**, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplemental and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is not amended. The fee schedule/manner of payment specified in Exhibit B of the Agreement is amended as follows:

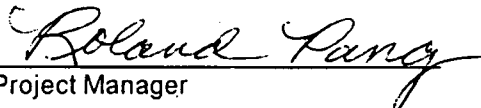
The CONSULTANT, through this supplementary agreement is authorized to complete the balance of this project.

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 Consultant's fees and expenses, is increased by **\$165,000**, and said maximum not-to-exceed amount is amended as follows:


Agreement's original not-to-exceed amount:	\$121,580
Net change by previous supplemental agreements:	-0-
Not-to-exceed amount prior to this supplemental agreement:	\$121,580
Increase by this supplemental agreement:	\$165,000
New not-to-exceed amount including all supplemental agreements:	\$286,580

3. Consultant 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 Consultant for any and all direct and indirect costs that may be incurred by Consultant 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 Consultant.
4. Consultant warrants and represents that the person or persons executing this supplemental agreement on behalf of Consultant has or have been duly authorized by Consultant to sign this supplemental agreement and bind Consultant to the terms thereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Consultant shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemental and modified by this supplemental agreement.

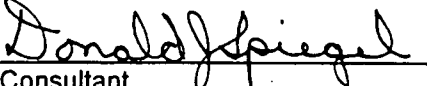
Approval Recommended By:


Project Manager

Approved as to Form by:


City Attorney

Approved By:


Consultant

Approved by:

City of Sacramento

Attested to By:

City Clerk