



Requires Council Approval: No YES Meeting:

Real Estate Other Party Signature Needed Recording Requested

General Information

PO Type: Non-Professional Service Attachment: Original Doc Number: 2016-0439
\$ Not to Exceed: \$85,000.00
Other Party: Planetbids, Inc. Certified Copies of Document:
Project Name: Web-based Procurement Portal Deed: [X] None [] Included [] Separate
Project Number: N/A Bid Transaction #: N/A LBE: No

Department Information

Department: Finance Division: Procurement
Project Mgr: Marc Robles Supervisor: Robert C. Adams
Date: 3/21/18 Division Mgr: Robert C. Adams
Phone Number: 808-6343 Org Number: 06001511 Comment:

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows include Project Mgr, Accounting, Contract Services, Supervisor, and Division Manager.

City Attorney section with Jennifer Gore signature and date 3-28-18. Includes checkbox for 'Send Interoffice Mail' and 'Notify for Pick Up'.

Authorization section with Dawn Holm signature and date 3/29/18. Includes 'CONTROL #' field and 'City Mgr: Yes [] No [X]'.

Contract Cover/Routing Form: Must Accompany ALL Contracts, in contract. (DPR 06-18-09)

For City Clerk Processing
Finalized: Initial: [Signature] Date: [Date]
Imaged: Initial: [Signature] Date: [Date]
Received: (City Clerk Stamp Here)
Sacramento City Clerk's Office
915 I St. 5th Floor
Received 03/29/2018 04:10 PM

**CONTRACT SUPPLEMENT
(Nonprofessional Services)**



2016-0439-1

With: Planetbids, Inc.
Title: Web-based Procurement Portal

Project Title and Job Number: Web-based Procurement Portal
Purchase Order #:

Date: 3/7/18
Contract Supplement No.: 1

The City of Sacramento ("City") and Planetbids, Inc. ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number 2016-0439, 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:

Contract is extended through 4/28/19

- 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 not changed by _____, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$85,000.
Net change by previous contract supplements:	0
Not-to-exceed amount prior to this contract supplement:	\$85,000.
Increase/Decrease by this contract supplement:	0
New not-to exceed amount including all contract supplements:	\$85,000.


- 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 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:



Project Manager

Approved As To Form By:



City Attorney

Approved By:



Contractor

Attested To By:



City Clerk

Approved By:



City of Sacramento

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: yes no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. Scope of Services.

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. Time of Performance.

The services described herein shall be provided during the period, April 29, 2016 through April 28, 2018, with an option to extend for one additional year, at the City's sole discretion. A Supplemental Agreement acknowledging an extension will be sent at least 30 days prior.