

File ID: 2026-01140

6/23/2026

[Contract Amendment] Purchase of Hydroflurosilicic Acid (Fluoride)

File ID: 2026-01140

Location: Citywide

Recommendation: Pass a **Motion:** 1) authorizing the City Manager or designee to execute Contract Amendment No. 01 to PRC003569 with DuBois Chemicals for the purchase of Hydroflurosilicic Acid (Fluoride) increasing the not-to-exceed amount by \$75,000 for a total not-to-exceed amount of \$325,000; and 2) ratifying all previous contract amendments executed pursuant to the City Manager's delegated authority to execute contract amendments and thus resetting the City Manager or designee's authority to issue any additional contract amendments for City Agreement No. PRC003569.

Contact: Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; David Herrmann, Water Division Manager, (916) 808-5652, dherrmann@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

1-Description/Analysis

2-Contract Amendment - PRC003569-01 DuBois (Hydroflurosilicic Acid)

Description/Analysis

Issue Detail: The Department of Utilities (DOU) operates two water treatment plants, the Sacramento River Water Treatment Plant and the E.A. Fairbairn Water Treatment Plant, and various facilities for wastewater treatment. As part of the treatment process, multiple chemicals are used, including Hydroflurosilicic Acid (Fluoride). DOU has an ongoing need to maintain sufficient inventory of this chemical to ensure uninterrupted service to customers. The price for this contract has been bid on behalf of DOU by the Bay Area Chemical Consortium (BACC).

Policy Considerations: The proposed contract amendment requires City Council approval per City Code 3.04.020.

Economic Impacts: None.

Environmental Considerations: The purchase and use of Hydroflurosilicic Acid (Fluoride) is an ongoing activity at the City's water and wastewater treatment plants and is regulated by State permit requirements. 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 chemical to be purchased under this contract complies with the 2040 General Plan and Climate Action & Adaptation Plan, as it facilitates the continued treatment and protection of the City's drinking water. Per General Plan PFS-3.1: "Provision of Adequate Utilities. The City shall continue to provide reliable water, wastewater, and stormwater drainage utility services."

Commission/Committee Action: Not applicable.

Rationale for Recommendation: DOU utilizes the BACC bid process for the purchase of water treatment chemicals. The BACC is a group of approximately 70 public agencies located throughout the region. The City of Sacramento is a participating public agency with BACC. The prices for chemicals used in DOU's treatment processes vary from year to year and this process has allowed DOU to obtain the most competitive bulk bid prices for chemicals.

DOU executed PRC003569 with a not-to-exceed amount of \$250,000 for the purchase of Hydroflurosilicic Acid for water production operations. DOU staff have identified a need for additional Hydroflurosilicic Acid and recommend approval of the contract amendment to increase the not-to-exceed authority of the contract to allow for the purchase of additional Hydroflurosilicic Acid.

Financial Considerations: Sufficient funds exist in the approved FY2025/26 DOU Operating Budget to fund the agreement. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no General Funds allocated or planned for this agreement.

Local Business Enterprise (LBE): The City's LBE bid requirements do not apply because the City previously approved the use of an alternative procurement process.

CONTRACT #: PRC003569
AMENDMENT #: 01
CONTRACT NAME: Hydrofluosilicic Acid (Fluoride)
NOT TO EXCEED AMOUNT (INCLUDING SUPPLEMENTS): \$325,000

DATE: May 28, 2026
PROJECT: N / A
SOLICITATION: Alternative Method
MOTION / DATE OR FILE ID: 2026-01140

CITY OF SACRAMENTO

**CONTRACT AMENDMENT
CHANGE IN SCOPE AND NOT-TO-EXCEED AMOUNT**

The City of Sacramento (“City”) and **DuBois Chemicals, Inc.** (“Contractor”), as parties to that certain contract designated as Contract Number **PRC003569**, including any and all prior amendments modifying the contract (the contract and all amendments are hereafter collectively referred to as the “Contract”), hereby amend the Contract as follows:

1. The **contract language** set forth in **second paragraph** of the Contract is amended as follows:

WHEREAS, DuBois Chemical agreed to sell HYDROFLUOSILICICACID (FLUORIDE) to governmental agencies that are members of the Bay Area Chemical Consortium (BACC) Cooperative Purchasing Program. The City of Sacramento is a participating public agency with BACC.

In addition, this contract amendment is to increase the NTE due to the need for additional Hydrofluosilicic Acid required to sustain water production operations through the end of Fiscal Year 2026 (July 1, 2025- June 30, 2026.

2. The maximum not-to-exceed amount that is specified in the Contract for payment of Contractor’s fees and expenses is **increased by \$75,000**, and the Contract’s maximum not-to-exceed amount is amended as follows:

Contract’s original not-to-exceed amount:	\$250,000
Net change by previous amendments:	\$0
Not-to-exceed amount prior to this amendment:	\$250,000
Increase by this amendment:	\$75,000
New not-to exceed amount including all amendments:	\$325,000

3. Contractor agrees that the amount specified in section 2 above shall fully compensate Contractor under the Contract, as modified by this amendment, including any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, and costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this contract amendment on behalf of Contractor is duly authorized by Contractor to sign this amendment 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 perform as required under the Contract, as modified by this amendment.

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: *Andrew Paulson*
[Andrew Paulson \(Jun 11, 2026 17:18:00 PDT\)](#)

Title: Municipal Bid Specialist

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: