

File ID: 2026-00809

4/28/2026

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**[Contract Amendment] Sacramento River Source Water Protection Program Pesticides  
Advisor Fiscal Years (FY) 2026/27, 2027/28, and 2028/29**

File ID: 2026-00809

**Location:** Citywide

**Recommendation:** Pass a **Motion:** 1) authorizing the City Manager or designee to execute Contract Amendment No. 2 to City Contract No. 2024-0928 with Armand Ruby Consulting to continue providing consultation services for Fiscal Year (FY) 2026/27, FY2027/28, and FY2028/29 through June 17, 2029, for source water protection program pesticides advisor for an amount not to exceed \$210,000, bringing the agreement's total not-to-exceed amount to \$340,000; and 2) resetting the City Manager or designee's authority to issue contract amendments for the Agreement.

**Contact:** Karen Newton, Project Manager, (916) 808-1449, [knewton@cityofsacramento.org](mailto:knewton@cityofsacramento.org); Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, [shuun@cityofsacramento.org](mailto:shuun@cityofsacramento.org); Dalia Fadl, Director, (916) 808-3765, [dfadl@cityofsacramento.org](mailto:dfadl@cityofsacramento.org); Department of Utilities

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Contract Amendment

**Description/Analysis**

**Issue Detail:** Staff recommends Council approve a contract amendment with Armand Ruby Consulting to continue providing expert advice on Sacramento River pesticides related source water protection issues, including follow-up on recommendations from the Sacramento Watershed Sanitary Survey 2025 Update for the City and its partners.

**Policy Considerations:** City Council approval is required for a contract amendment that increases the contract amount to \$250,000 or more per City Code section 3.04.020.

**Economic Impacts:** None.

**Environmental Considerations:** The proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2 and 5). The activities described in this report include a Professional Services Agreement for continuing administrative activities that will not result in direct or indirect physical changes in the environment. This activity is not subject to CEQA pursuant to CEQA Guidelines Section 15060(c)(3).

**Sustainability:** Conducting the Sacramento River source water protection work is consistent with the City's 2040 General Plan Policies and Programs by supporting the policy to “continue ongoing Sacramento and American River source water protection efforts based on watershed sanitary survey recommendations” (Policy ERC-1.2).

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

**Rationale for Recommendation:** On March 26, 2024, a Request for Qualifications (RFQ) (Q24141311031) was advertised and issued on PlanetBids for Source Water Protection Consultation Services for two subject areas: Subject Area 1 Sacramento River and Lower American River Source Water Protection Efforts and Subject Area 2 Pesticides Advisor. On April 18, 2024, one Statement of Qualifications (SOQ) was received for Subject Area 2 from Armand Ruby Consulting. Staff reviewed the SOQ and based on Armand Ruby Consulting’s knowledge, expertise, and experience; Armand Ruby was selected to provide the requested services. The City entered into City Contract No. 2024-0928 Professional Services Agreement with Armand Ruby Consulting on June 17, 2024, for FY2024/25 and FY2025/26 services.

**Financial Considerations:** The proposed contract amendment is for an amount not to exceed \$210,000, bringing the agreement’s total not-to-exceed amount to \$340,000. The proposed contract amendment pertains to work that will be performed for the Sacramento River Source Water Protection program (I14520300). A portion of the source water program work will be shared with the other participating water utilities according to cost-sharing Memorandum of Understanding (City Agreement No. 2024-1288) for the Sacramento River Source Water Protection Program. The cost share partners provided documentation agreeing to their agency’s cost share for FY2026/27.

The following table summarizes source water protection pesticide advisor projected costs for the City and cost share partners:

	FY2026/27	FY2027/28	FY2028/29	3-year Total
City of Sacramento	\$43,300	\$44,552	\$45,801	\$133,653
City of West Sacramento	\$8,250	\$8,481	\$8,718	\$25,449

Sacramento County Water Agency	\$8,250	\$8,481	\$8,718	\$25,449
Woodland-Davis Clean Water Agency (WDCWA)	\$8,250	\$8,481	\$8,718	\$25,449
Total	\$68,050	\$69,995	\$71,955	\$210,000

Sufficient funding exists in each program in the proposed FY2026/27 budgets as shown in the table below.

Project	Fund	Project / Operating	FY2026/27
Sacramento River Source Water Protection Project	6005	I14520300	\$43,300
Sacramento River Source Water Protection Partner Reimbursable Portion	6205	I14520300	\$24,750
Total			\$68,050

The costs associated with FY2027/28 and FY2028/29 will be subject to the availability of sufficient funds in the adopted budgets. 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 grant) for the applicable fiscal years.

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

**Local Business Enterprise (LBE):** The minimum LBE participation requirement did not apply to the selection of this contractor.

**Background:** The City has three water sources for its municipal supply: the American River, the Sacramento River, and groundwater. The City partners with other regional water utilities to implement proactive source water protection programs focused on pesticide use in the Sacramento River Watershed. The following utilities contribute funds and staff to help protect the quality of their Sacramento River water supply: City of West Sacramento, Sacramento County Water Agency, and WDCWA. City staff manages these programs with participation from these water utilities on the Sacramento River. Through these programs, the water utilities are involved as stakeholders in the Sacramento River watershed on various issues related to source water quality impacts from pesticide use. Expert support is utilized to conduct this work, and the work is cost-shared with the above

partner agencies. Partnering with other local water agencies for some of this work provides efficiency and a regional approach to protecting the Sacramento River drinking water quality. Through this contract, the City manages follow-up activities to the Sacramento River Watershed Sanitary Surveys and expert support for protection of the City's Sacramento River source water quality.

# CONTRACT ROUTING SHEET

**Contract Cover/Routing Form: Must Accompany ALL Contracts; however, it is NOT part of the contract.**



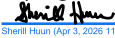


**General Information (Required)**

Original Contract # (supplements only): 2024-0928 Supplement/Addendum #: 02  
 Assessor's Parcel Number(s): \_\_\_\_\_  
 Contract Effective Date: \_\_\_\_\_ Contract Expiration Date (if applicable): 6/17/2029  
 \$ Amount (Not to Exceed): \$340,000 Adjusted \$ Amount (+/-): \$210,000  
 Other Party: Armand Ruby Consulting  
 Project Title: Sacramento River Source Water Protection Program Pesticides Advisor  
 Project #: 114520300 Bid/RFQ/RFP #: Q24141311031  
 City Council Approval: YES if YES, Council File ID#: 2026-00809

**Contract Processing Contacts**

Department: Utilities Project Manager: Karen Newton Karen M. Newton  
 Contract Coordinator: Sarah Williams Email: sewilliams@cityofsacramento.org

**Department Review and Routing**

<b>Construction Mgmt:</b>		Apr 1, 2026
	(Signature)	(Date)
<b>Supervisor:</b>	 <small>Lisa Moretti</small>	Apr 2, 2026
	(Signature)	(Date)
<b>Division Manager:</b>	 <small>Shirley Huan (Apr 3, 2026 11:37:22 PDT)</small>	Apr 3, 2026
	(Signature)	(Date)
<b>Other:</b>	 <small>Gabriel (Apr 2, 2026 08:43:47 PDT)</small>	 <small>David Herrmann (Apr 3, 2026 16:11:56 PDT)</small>
	Fiscal:	O&M:
		Director of Utilities:

**Special Instruction/Comments (i.e. recording requested, other agency signatures required, etc.)**

**Recording Requested**       **Other Party Signature Required**

-----**FOR CLERK & IT DEPARTMENTS ONLY – DO NOT WRITE BELOW THIS LINE**-----

CITY OF SACRAMENTO

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

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The City of Sacramento (“City”) and Armand Ruby Consulting (“Contractor”), as parties to that certain contract designated as Contract Number 2024-0928 , 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 scope set forth in Exhibits A and B of the Contract is amended as follows:  
**Attachment 2 to Exhibit A and Attachment 3 to Exhibit B, attached hereto and incorporated herein, is added to update the scope of services and rates. The time of performance for this contract has been extended through June 17, 2029.**
2. The maximum not-to-exceed amount that is specified in the Contract for payment of Contractor’s fees and expenses is **increased** by \$210,000, and the Contract’s maximum not-to-exceed amount is amended as follows:

Contract’s original not-to-exceed amount:	\$120,000
Net change by previous amendments:	\$10,000
Not-to-exceed amount prior to this amendment:	\$130,000
<b>Increase</b> by this amendment:	\$210,000
New not-to exceed amount including all amendments:	\$340,000

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 ON FOLLOWING PAGE]**

**SUPPLEMENTAL CONTRACT**

**Approval Recommended By:**

*Karen M. Newton*

Mar 25, 2026

Project Manager

**Approved As To Form By:**

*Michael Voss*

Apr 3, 2026

City Attorney

**Approved By:**

*CS Party*

Mar 25, 2026

Contractor

**Approved By:**

Ryan Moore, Assistant City Manager  
City of Sacramento

**Attested To By:**

City Clerk

## **ATTACHMENT 2 to EXHIBIT A**

### **Scope of Work for Armand Ruby Consulting (ARC) FY 2026-27, FY 2027-28, and FY2028-29**

1. **Technical Advisor for Sacramento River Source Water Program** for protection of source water from pesticides. Services to include:
  - Rice Pesticides Program and Regulatory Program Support, Focusing on Thiobencarb; tasks may include:
    - Assistance with obtaining regulatory or voluntary action by responsible parties to address water utilities issues regarding thiobencarb, including technical review of information associated with implementation of the Central Valley Water Board Rice Pesticide Program Resolution, such as monitoring data, annual monitoring reports, and modifications to management practices;
    - Technical support for interactions with Regional Water Board staff, the CA Rice Commission, and pesticide registrants (e.g., Valent);
    - Review of technical reports, scientific studies, and plans for future studies, and development of potential comments;
    - Support for ongoing information sharing with CA Department of Pesticide Regulation (DPR), USEPA Office of Pesticide Programs (OPP), USEPA Region IX, and USEPA Office of Groundwater and Drinking Water, as applicable;
    - Assistance with questions or information needs regarding USEPA OPP's thiobencarb Registration Review process and tracking USEPA responses to comments;
    - Data analysis and technical materials preparation for Rice Pesticide Program annual coordination meetings, and review/consideration of proposed modifications to management practices;
    - Preparation of summaries, recommendations for next steps for information collection, and communication with and/or engagement of regulatory agencies;
    - Expert support related to potential Basin Plan changes affecting thiobencarb in the Central Valley Water Board's triennial review process; and
    - Annual summary of activities.
  - Support on Issues Related to Agricultural Pesticides Used in the Sacramento River Watershed Other Than Thiobencarb, focusing on pesticides used for rice and other irrigated crops that may be of concern to drinking water utilities; tasks may include:
    - Review of pesticides-related technical reports and scientific studies produced by USEPA OPP and DPR, including studies related to rice pesticides modeling and plans for future studies, and development of potential comments;
    - Participation in Delta Regional Monitoring Program (Delta RMP) Current Use Pesticides Technical Advisory Committee (TAC); incorporate RMP data in analysis of USEPA and DPR technical reports and scientific studies;
    - Preparation of summaries, recommendations for next steps for information collection, and communication with and/or engagement of regulatory agencies;
    - Support for ongoing information sharing from/with DPR, State Water Board Division of Drinking Water, USEPA OPP, USEPA Region IX, and USEPA Office of Groundwater and Drinking Water, as applicable; and

- Document review and expert advice to support information sharing and input on pesticides with the State of California Central Valley Regional Water Quality Control Board, including regarding Irrigated Lands Regulatory Program (ILRP) Orders and Basin Plan Amendments.
- Pesticide Regulatory Tracking and As-Needed Technical Assistance, involving identifying upcoming needs for California and Federal pesticide regulatory assistance, with potential input on select highest priority items, such as:
  - Registration of new rice pesticides and other agricultural pesticides of highest priority for surface water protection for the MUN beneficial use - particularly with respect to new thiobencarb products;
  - DPR's procedures for surface water protection review of new pesticide active ingredients and pesticide products, and new uses of existing pesticides;
  - Potential USEPA regulations requiring disclosure of pesticide inert ingredients;
  - Risk assessments, proposed interim decisions and other documents relating to USEPA's Registration Review and proposed label changes for existing pesticides;
  - Expert assistance with updating information and prioritizing pesticides of interest, and/or facilitating obtaining assistance from regulatory agencies; and
  - Expert advice as needed on follow-up on highest priority pesticides identified in applicable documents, such as the 2020 Pesticide Prioritization Technical Memorandum on pesticides used in irrigated agriculture in the Sacramento River Watershed, the Sacramento River Watershed Sanitary Survey update, the prior year's pesticide tracking work, and other applicable information on priority pesticides.
- Other pesticide-related on-call services for technical advice and expertise on related topics, potentially including (but not limited to):
  - Advice on and drafting assistance for potential comment letters regarding pesticide regulatory actions such as Registration Review (USEPA) or Re-evaluation (DPR);
  - Serving as a technical resource for the Sacramento River source water protection working group on scientific or regulatory questions about pesticides of interest, and assistance in obtaining information and resources from related programs as schedule and resources allow.

## 2. On-Call Services (City of Sacramento Only)

- a) **On-Call Services, General:** Additional expert support for the City of Sacramento on Sacramento River pesticides issues related to drinking water. Services to be provided as schedule and resources allow, upon direction of City project manager. Tasks may include:
- Preparation of memo(s) for networking with regulatory agencies such as DPR and USEPA Region IX regarding Source Water Protection Program's pesticide tracking lists;
  - Expert support on networking with the USEPA Office of Groundwater and Drinking Water on pesticides of interest for Sacramento River source water protection;
  - Support for coordination with Stormwater Management Program/Stormwater Quality Partnership target pollutant programs, including expert advice to support long-term pesticide-related source water protection program planning;

- Expert support related to understanding fate and transport of pesticides used in mosquito and vector control;
- Review and support for the special rice season thiobencarb monitoring program conducted by the Cities of Sacramento and West Sacramento, and
- Task 1 items for which additional resources are needed.

Deliverables may include conference call participation, meeting attendance, document reviews, production of technical resources lists, and related items. Activities and deliverables will be documented with each invoice.

**b) On-Call Services, Agricultural Pesticides Prioritization:** Additional expert support for revision/updating of the Pesticide Prioritization Update Technical Memorandum, including:

- Review computational and assessment procedures used in prior Pesticide Prioritization Updates, and adjust as warranted based on available information;
- Obtain most recent available DPR pesticide use (PUR) data for the Sacramento River watershed and apply to Source Water Protection Program's pesticide prioritization database; coordinate with City's other Source Water Protection consultant as needed to acquire use data;
- Check and update as needed the human health impact regulatory reference values for pesticides with a minimum annual usage of 1,000 pounds in Sacramento River watershed; use existing USEPA and/or State of CA standards where available; otherwise, use USEPA Human Health Benchmarks or other applicable metrics as available; coordinate with City's other Source Water Protection consultant as needed to assign updated regulatory reference values;
- Perform priority assessment calculations incorporating updated pesticide usage data and regulatory reference values for pesticides with a minimum annual usage of 1,000 pounds in Sacramento River watershed; rank calculated assessment values from largest to smallest separately for rice and non-rice pesticides;
- Prepare draft updated summary pesticide prioritization tables with brief narrative overview in memorandum format, incorporating additional considerations such as carcinogenicity and enforceable drinking water standards in the rankings; submit to City's Project Manager for review; discuss review comments/questions as needed;
- Revise submittal to address comments; produce final technical memorandum;
- Assist City with distribution and sharing of updated memorandum as needed; and
- Continue to track further developments in pesticide use patterns and regulatory actions that may affect assessment calculations and priority rankings; note such for future Prioritization Updates.

## **Notes on Scope of Work**

- Contractor shall provide the City with electronic copies of all work products and data files.
- Contractor shall not make public information releases or otherwise publish/release any information obtained or produced by it as a result of, or in connection with, the performance of services under this Scope of Work without the prior written authorization from City's project manager.
- The City project manager can approve reallocations of the budget amounts from one task to another and can approve carrying over remaining funding from one fiscal year into the next, provided that the not-to-exceed amount specified in Exhibit B is not surpassed.
- Funding may include reallocation of applicable task budgets to provide for updates to cost sharing with participating water utilities.

**ATTACHMENT 3 to EXHIBIT B**

**ARC Budget**

**Budget**

Task	FY2026-27			FY2027-28			FY2028-29			Cost
	Fund		Total	Fund		Total	Fund		Total	
	6005	6205		6005	6205		6005	6205		
1 – Pesticide Technical Advisor for Source Water Protection Program	\$8,250	\$24,750	<b>\$33,000</b>	\$8,481	\$25,443	<b>\$33,924</b>	\$8,720	\$26,154	<b>\$34,874</b>	<b>\$101,798</b>
2a – On-Call Services, General	\$27,500	----	<b>\$27,500</b>	\$28,317	----	<b>\$28,317</b>	\$29,109	----	<b>\$29,109</b>	<b>\$84,926</b>
2b – On-Call Services, Pesticides Prioritization	\$7,550	----	<b>\$7,550</b>	\$7,754	----	<b>\$7,754</b>	\$7,972	----	<b>\$7,972</b>	<b>\$23,276</b>
<b>TOTAL</b>	<b>\$43,300</b>	<b>\$24,750</b>	<b>\$68,050</b>	<b>\$44,552</b>	<b>\$25,443</b>	<b>\$69,995</b>	<b>\$45,801</b>	<b>\$26,154</b>	<b>\$71,955</b>	<b>\$210,000</b>

**CITY OF SACRAMENTO RATE FORM**

Approved with Supplement # (type Original if it is the Original): #2  
**VENDOR Name:** Armand Ruby Consulting **Date:** 2/11/2026  
**Project Name:** Sacramento River Source Water Protection  
**Program Pesticides Advisor**  
**Project #:** 114520300

**Fringe Benefit %** + **\*Overhead %** = **Combined %**  
 0.00% + 0.00% = 0.00%

**Profit %:** 0.00%  
**[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A**  
**A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate**

**[Actual Base Rate + (Actual Base Rate x Combined%)] x (1+ Profit%) = Flat Hourly Billing Rate**

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee (rounded to nearest \$)			Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		Principal/Project Manager - FY26/27	Armand Ruby	\$280.00	100%	100%	\$280.00	\$280.00
		Senior Engineer - FY26/27	Tammy Qualls	\$206.00	100%	100%	\$206.00	\$206.00
		Principal/Project Manager - FY27/28	Armand Ruby	\$288.00	100%	100%	\$288.00	\$288.00
		Senior Engineer - FY27/28	Tammy Qualls	\$212.00	100%	100%	\$212.00	\$212.00
		Principal/Project Manager - FY28/29	Armand Ruby	\$296.00	100%	100%	\$296.00	\$296.00
		Senior Engineer - FY28/29	Tammy Qualls	\$218.00	100%	100%	\$218.00	\$218.00

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Travel out of Sacramento Metropolitan area	at cost; prevailing federal mileage rate	\$ -
		Printing/Reproduction (outside vendor only)	at cost	\$ -
		Purchase of scientific or government documents	at cost	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL</b>			\$ -	

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this Rate Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved Rate Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.



CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE  
 Armand Ruby