
File ID: 2026-01092

6/23/2026

[Contract Amendment] Pump Outfalls Replacement Project Change Order: Sump 89 Outfall Replacement Project

File ID: 2026-01092

Location: District 8

Recommendation: Pass a **Motion:** 1) authorizing the City Manager or designee to execute Contract Amendment No. 14 to City Agreement No. 2020-1399 with Peterson Brustad, Inc. to provide additional engineering support services during construction for the Pump Outfalls Replacement Project - specific to the outfall replacement at Sump 89 (Drainage Sump Replacement/ Rehabilitation Program W14130600, Fund 6021), for an amount not-to-exceed \$126,854, bringing the agreement's total not-to-exceed amount to \$1,991,425, 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's or designee's authority to issue contract amendments for City Agreement No. 2020-1399; and 3) authorizing the City Manager or designee to execute Change Order No. 3 to City Agreement No. 2025-4635 with Shimmick Construction Company, Inc., for an amount not-to-exceed \$295,939, bringing the agreement's total not-to-exceed amount to \$3,264,718; and 4) ratifying all previous contract amendments executed pursuant to the City Manager's delegated authority to execute contract amendments and thus resetting the City Manager's or designee's authority to issue change orders for City Agreement No. 2025-4635.

Contact: Brett Grant, Supervising Engineer, (916) 808-1413, bgrant@cityofsacramento.org; Michelle Carrey, Engineering & Water Resources Division Manager, (916) 808-1438, mcarrey@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Contract Amendment_Peterson Brustad
- 3-Change Order_Shimmick Construction Company

Description/Analysis

Issue Detail: Staff recommends City Council approve both Contract Amendment No. 14 with

Peterson Brustad, Inc. for additional engineering support services during construction at Sump 89, and Change Order No. 3 with Shimmick Construction Company, Inc. to perform all work necessary at Sump 89 to restart the construction after a stoppage of work during the rainy season.

Policy Considerations: Both the proposed contract amendment and change order exceed the City Manager's approval authority, requiring Council approval per City Code 3.04.020.

Economic Impacts: The Change Order is expected to create 1.18 total jobs (0.68 direct jobs and 0.50 jobs through indirect and induced activities) and create \$182,722.57 in total economic output (\$115,171.43 of direct output and another \$67,551.14 of output through indirect and induced activities). There are no economic impacts for the contract amendment.

The indicated economic impacts are estimates calculated using a calculation tool developed by the Center for Strategic Economic Research (CSER). CSER utilized the IMPLAN input-output model (2009 coefficients) to quantify the economic impacts of a hypothetical \$1 million of spending in various construction categories within the City of Sacramento in an average one-year period. Actual impacts could differ significantly from the estimates and neither the City of Sacramento nor CSER shall be held responsible for consequences resulting from such differences.

Environmental Considerations: Pursuant to the requirements of the California Environmental Quality Act (CEQA) the Sump 89 Outfall Replacement project was reviewed and evaluated through an Initial Study/ Mitigated Negative Declaration (IS/MND) that was adopted by City Council on August 10, 2021 (Resolution No. 2021-0245). The actions described in this report are administrative activities related to project agreements that are a component of the previously approved project. No additional environmental review is required.

Sustainability: The proposed project is consistent with the 2040 General Plan under policy PFS-3.1 as it improves pumping capacity for peak storm flows, improves service and infrastructure reliability, and increased redundancy.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The Department of Utilities (DOU) owns, operates, and maintains the 106 drainage sump stations within the city. The outfalls from the sump stations are the single point of discharge for storm water from their respective basins. The outfall pipes penetrate and cross major levees along the Sacramento River, American River, Natomas East Main Drainage Canal, Arcade Creek, and Morrison Creek.

City staff is required to inspect all pump outfall pipes that penetrate and cross major levees on a 5-year cycle as mandated by the US Army Corps of Engineers (USACE). During inspection of these outfalls, some were noted to be in failing condition or in danger of imminent failure. Inspection of

Sump 89 outfall pipes revealed several holes and severe corrosion that necessitated replacement. Peterson Brustad, Inc. was hired to provide design services for replacements of these pipes (along with those at five other sump stations, of which this is the last). Shimmick Construction Company, Inc. was hired at the end of 2025 to complete the outfall replacement work at Sump 89 (City Agreement No. 2025-4635). Construction was put on hold during the rainy season so that the sump could be used in its expected capacity and now is ready to restart. Additional funds are needed to allow Peterson Brustad, Inc. to continue providing engineering support during construction and for Shimmick Construction Company, Inc. to restart construction.

Financial Considerations: The original not-to-exceed amount of the Pump Outfall Replacement Project (City Agreement No. 2020-1399) was \$710,829. The net change by previous contract amendments was \$1,153,742, that increased the agreement not-to-exceed amount to \$1,864,571. The proposed Contract Amendment No. 14, in the amount of \$126,854, would increase the agreement not-to-exceed amount to \$1,991,425. The original contract amount of the Sump 89 Pump Outfall Replacement Project for City Agreement No. 2025-4635 was \$2,750,000. Previous change orders in the amount of \$218,779.38 increased the agreement not-to-exceed amount to \$2,968,799.38. The proposed Change Order No. 3, in the amount of \$295,939, would increase the agreement's not-to-exceed amount to \$3,264,718.

Sufficient funding exists in the Drainage Sump Replacement/Rehabilitation Program (W14130600, Fund 6021) to execute the contract amendment and change order.

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

Local Business Enterprise (LBE): Peterson Brustad, Inc. is not an LBE, but has partnered with an LBE, Dudek, for this contract to exceed the minimum LBE participation requirement. Dudek will provide environmental compliance and regulatory permitting support services.

Shimmick Construction, Inc. is not an LBE.

Contract Routing Sheet

Payment / Performance Bond Only

General Routing Information

Department: Utilities Department

Contract Coordinator: Jamie McKinley Email: Jmckinley@cityofsacramento.org

Effective Date: _____ Expiration Date: 12/31/2026

Grant/Project Name: Pump Outfalls Replacement Project

Other Party: Peterson Brustad, Inc. (Verdantas)

Original Not to Exceed Amount: \$710,829

Assessor's Parcel Number(s): _____

Project Number: W14130614 W14130615 Bid/RFP/RFP#: P20141311010

Supplements/Addendums/Change Orders

Adjusted Amount of this Change (+/-): \$126,854 New Not to Exceed Amount: \$1,991,425

Change In Scope: Yes

Original Contract Number: 2020-1399 Supplement Number: 14

Council Approval

Original Meeting Date: 06/16/2020 Council File ID: 2020-00632

Supplement Meeting Date: 06/23/2026 Council File ID: 2026-01092

Processing Information

- Clerk's Office to Mail for Recording
- Return to Dept for Other Party Signature
- Real Estate
- Return to Dept for Recording
- Construction Related
- Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

Other Council IDs: 2025-01110, 2024-02079, 2024-01218, 2023-01606, 2022-00580, 2020-01487.

Signing Authority - Department Directors up to \$100K; \$100K -\$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

Department Review and Routing

AB 339 Review Confirmation (if needed) Peter J. Wright May 13, 2026

Sign Construction Mgmt: [Signature] May 13, 2026

Sign Supervisor: [Signature] May 18, 2026

Sign Division Manager: Neal Joyce May 19, 2026

Sign Fiscal: [Signature] May 13, 2026 O&M: [Signature] May 15, 2026

Sign Director of Utilities: [Signature] May 19, 2026

CITY OF SACRAMENTO

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

The City of Sacramento (“City”) and Peterson Brustad, Inc. (“Contractor”), as parties to that certain contract designated as Contract Number 2020-1399, 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 Exhibit A of the Contract is amended as follows:

Additional Scope is added as Attachment 14 to Exhibit A, attached hereto and incorporated herein by this reference. Funding for this additional Scope is outlined in Attachment 13 to Exhibit B, attached hereto and incorporated herein by this reference.

2. The maximum not-to-exceed amount that is specified in the Contract for payment of Contractor’s fees and expenses is **increased** by \$126,854, and the Contract’s maximum not-to-exceed amount is amended as follows:

Contract’s original not-to-exceed amount:	\$710,829
Net change by previous amendments:	\$1,153,742
Not-to-exceed amount prior to this amendment:	\$1,864,571
Increase by this amendment:	\$126,854
New not-to exceed amount including all amendments:	\$1,991,425

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:

Peter J. Wright

May 13, 2026

Project Manager

Approved As To Form By:

Michael Voss

May 19, 2026

City Attorney

Approved By:

K. Brustad

Karl Brustad (May 14, 2026 10:48:49 PDT)

May 14, 2026

Contractor

Approved By:

Ryan Moore, Assistant City Manager
City of Sacramento

Attested To By:

City Clerk



April 3, 2026

Peter Wright
Associate Engineer
City of Sacramento, Department of Utilities
1395 35th Ave
Sacramento, CA 95822

Subject: Amendment Request for Supplemental Engineering During Construction and Biological Services for Sump 089

Dear Peter,

We are pleased to submit to you our proposal for supplemental engineering during construction and biological services for Sump 089 of the Pump Outfall Replacement Project. The original scope of work assumed that the construction duration would last for five (5) months, and would be completed by November of 2025; however, Verdantas will continue to support the project into 2026. The additional engineering services provided are summarized below:

Task 10 - Engineering Services During Construction (Sump 089)

10.6 Environmental Monitoring by Designated Biologist – Dudek biologists will perform pre-construction surveys per permit protocols (March and April) for a total of four (4) surveys. Dudek biologists will monitor construction activities Monday through Friday, from May 1, 2026 through October 15, 2026, for a total of 80 days. The approved biologist will review and understand permit conditions, safety, and roles/responsibilities prior to working onsite. Daily monitoring logs and representative site photographs will be documented using an Esri Survey 123 standardized biological pre-construction form. Dudek will use the pre-construction and biological monitoring forms completed by the biologist daily to complete the required reporting for the permits for completed covered activities. Dudek will complete draft reports and provide to the Client for review ahead of permit deadlines. Final reports will be completed and submitted as required by the permits.

10.6.1 Giant Garter Snake Relocation (Optional) – Dudek and Eric C. Hansen, or additional staff with the appropriate Federal Endangered Species Act Section 10(a)1(A) recovery permit experience for giant garter snake, will be available on an on-call basis. In the event a giant garter snake is encountered within the work area and needs to be relocated, Mr. Hansen and his staff will conduct the handling, ensure the snake is in good condition, and release it at an appropriate site.

10.7 On-going Engineering Support During Construction – Verdantas will provide construction support and coordination for the biological monitoring work on an as-needed basis with up to two additional meetings to facilitate project close out and compliance at Sump 089.

10.8 401 Water Quality Compliance – Bowman will provide the necessary monitoring equipment, training, and reporting to the Regional Water Quality Control Board to comply with the 401 Water Quality Certification.

Deliverables: Weekly submittal of daily monitoring logs, reports for CDFW as described in the LSAA and ITP.

Assumptions:

- All work to be completed by October 15, 2026
- Qualified biological monitors are not required to have federal recovery permit for GGS.
- Biological surveys will occur during a standard work week of Monday-Friday, excluding holidays. Each monitoring day will include eight (8) hours of active on-site monitoring.
- No more than three (3) giant garter snake discovery events for the optional task.

The fee for these services is detailed in the attached work effort spreadsheet. Services will be provided on a time and materials basis. Our standard rate sheet for 2026 is also attached. We look forward to providing continued support for this project. If you have any questions or desire any additional information, please do not hesitate to contact me at (530) 200-6309.

Sincerely,



Tim Hasler, PE
Group Leader



Ashley Smith, PE
Project Manager

ATTACHMENT 13 TO EXHIBIT B

**Estimated Work Effort and Cost
City of Sacramento - Pump Outfalls Replacement Project Amendment Request 14**

Task No.	Task Description	Senior Consultant I	Staff Engineer 3	Staff Engineer 1	Administrative II	Verdantas Labor	Total Verdantas Labor (\$)	Dudek	Bowman	Verdantas Expenses (\$)	Total Cost (\$)
		2026 Rates	\$187.00	\$157.00	\$110.00						
Task 10 - Engineering Services During Construction (Sump 089)											
10.6	Environmental Monitoring by Designated Biologist				0			\$155,220			\$155,220
10.6.1	Giant Garter Snake Relocation (Optional)				0			\$8,161			\$8,161
10.7	On-going Engineering Support During Construction	4	6	6	6		\$3,884			\$388	\$4,272
10.8	401 Water Quality Compliance				0				\$34,925		\$34,925
	Subtotal Task 10	4	6	6	6	22	\$3,884	\$163,381	\$34,925	\$388	\$202,578
	COLUMN TOTALS	4	6	6	6	22	\$3,884	\$163,381	\$34,925	\$388	\$202,578

SUBTOTAL (WITHOUT OPTIONAL TASK)	\$194,417
SUBTOTAL (WITH OPTIONAL TASK)	\$202,578
TASK 10 CREDIT 2025	\$ (75,724)
TOTAL COST (WITHOUT OPTIONAL TASK)	\$118,693
TOTAL COST (WITH OPTIONAL TASK)	\$126,854

VERDANTAS NorCal/OR AREA
2026 STANDARD FOLSOM BILLING RATE



Professional Services	Hourly Rate	Survey	Hourly Rate
Senior Consultant I	\$290.00	Survey Crew - 1 Man (Non-Prevailing)	\$230.00
Senior Consultant II	\$305.00	Survey Crew - 2 Man (Non-Prevailing)	\$320.00
Senior Consultant III	\$345.00	Survey Crew - 1 Man (Prevailing)	\$250.00
Project Manager I	\$230.00	Survey Crew - 2 Man (Prevailing)	\$360.00
Project Manager II	\$250.00		
Project Manager III	\$270.00	Support	Hourly Rate
Staff Engineer/Architect/Surveyor I	\$157.00	Administrative/Technical Editor I	\$95.00
Staff Engineer/Architect/Surveyor II	\$177.00	Administrative/Technical Editor II	\$110.00
Staff Engineer/Architect/Surveyor III	\$187.00	Project Specialist I	\$135.00
Engineer/Architect/Surveyor I	\$200.00	Project Specialist II	\$155.00
Engineer/Architect/Surveyor II	\$210.00	Group Leader	\$195.00
Engineer/Architect/Surveyor III	\$220.00	Technician I	\$125.00
Senior Engineer/Architect/Surveyor I	\$230.00	Technician II	\$135.00
Senior Engineer/Architect/Surveyor II	\$250.00	Technician III	\$160.00
Senior Engineer/Architect/Surveyor III	\$270.00	Senior Technician	\$170.00
		Building/Construction Inspector	\$190.00
CAD/Data Management	Hourly Rate	Resident Engineer	\$230.00
CAD Technician I	\$120.00	Materials/ Soils Tech (Prevailing)	\$190.00
CAD Technician II	\$130.00	Building/Construction Inspector (Prevailing)	\$207.00
CAD Technician III	\$155.00	Lead Inspector (Prevailing)	\$214.00
CAD Technician IV	\$165.00		

Notes

- Standard Billing Rates:** Our standard billing rates are reviewed no less than annually and may be adjusted at those times.
- Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in the proposal.
- Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged. Prevailing wage rates will increase on July 1st of each year.
- Expert Testimony:** Litigation, expert witness, and all other legal and court related appearances will be billed at twice the standard fee schedule rate. There is a minimum eight-hour charge per day and a minimum overall fee of \$2,000.00 per case.
- Higher Hourly Rates:** Certain services, such as emergency/rapid response consulting, may be subject to higher hourly billing rates as agreed upon on a project-specific basis.
- Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Verdantas observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- Field Equipment and Supplies:** Field equipment and in-house supplies will be billed at fixed unit prices, subject to periodic updates.
- Subcontractors and Project Expenses:** All project-related expenses are chargeable at cost plus 10% or in accordance with the specific project agreement. Subcontractor charges, costs of rental of specialized equipment, and any other costs not associated with normal overhead are billed at cost plus 10% or in accordance with the specific project agreement.
- Mileage:** The mileage for personal vehicles will be billed at the current United States Internal Revenue Service reimbursement rate.
- Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Verdantas for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Verdantas field personnel.



VERDANTAS NorCal/OR AREA
2026 STANDARD FOLSOM BILLING RATE



11. **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Verdantas' liability equal to our total fees for a given project.
12. **General Terms and Conditions:** Please refer to the General Terms and Conditions for further details.



Contract Routing Sheet

Payment / Performance Bond Only

General Routing Information

Department: Utilities Department

Contract Coordinator: Sarah Williams Email: sewilliams@cityofsacramento.org

Effective Date: _____ Expiration Date: _____

Grant/Project Name: Sump 89 Outfall Replacement

Other Party: Shimmick Construction Company, Inc.

Original Not to Exceed Amount: \$ 2,968,779.38

Assessor's Parcel Number(s): _____

Project Number: W14130622 Bid/RFP/RFP#: B25141324008

Supplements/Addendums/Change Orders

Adjusted Amount of this Change (+/-): \$ 295,938.15 New Not to Exceed Amount: \$ 3,264,717.53

Change In Scope: No

Original Contract Number: 2025-4635 Supplement Number: 03

Council Approval

Original Meeting Date: _____ Council File ID: _____

Supplement Meeting Date: 6/23/2026 Council File ID: 2026-01092

Processing Information

- Clerk's Office to Mail for Recording
- Return to Dept for Other Party Signature
- Real Estate
- Return to Dept for Recording
- Construction Related
- Additional Originals Attached – Return to Dept.

Add notes/instructions, including any other contract or council file ID numbers related to this agreement:

Signing Authority - Department Directors up to \$100K; \$100K -\$250K City Manager or Assistant City Manager; \$250K+ Council Approval & Council Appointee or designee.

Department Review and Routing

AB 339 Review Confirmation (if needed) *Peter J. Wright*

Sign Construction Mgmt: *[Signature]* Jun 4, 2026

Sign Supervisor: *[Signature]* Jun 9, 2026

Sign Division Manager: *[Signature]* Jun 9, 2026
Sherill Huyn (Jun 9, 2026 14:21:13 PDT)

Sign Fiscal: *[Signature]* O&M: *[Signature]*
Gabrielle [Signature] (Jun 4, 2026 16:17:20 PDT)

Sign Director of Utilities: *[Signature]* Jun 9, 2026
Talia Farhi (Jun 9, 2026 15:50:26 PDT)

CITY OF SACRAMENTO

CHANGE ORDER

Contract # & Date: 2025-4635 07/24/2025

Budget #: 472011-50000-6021-51000000-W14130622-401

Purchase Order #: 0000083307

Change Order No: 3

Sacramento, California

June 4, 2026

TO: Shimmick Construction Company, Inc., Contractor

CONTRACT FOR: SUMP 89 OUTFALL REPLACEMENT

(B25141324008)

Upon mutual acceptance of this document by the City of Sacramento, hereinafter referred to as "CITY", and your firm, hereinafter referred to as "CONTRACTOR", in accordance with the terms and conditions of the original contract documents, you are hereby directed to make the following change or changes for the consideration set forth below:

Description: "See Exhibit A, attached and incorporated herein"

The original contract sum was:	\$ <u>2,750,000.00</u>
Net change by previous change orders:	\$ <u>218,779.38</u>
The contract sum prior to this change order was:	\$ <u>2,968,779.38</u>
The contract sum will be increased by this C.O:	\$ <u>295,938.15</u>
New contract sum including all Change Orders:	\$ <u>3,264,717.53</u>

CONTRACTOR agrees that the amount of increase or decrease in the contract sum specified in this change order shall constitute full compensation for the work required by this change order, including but not limited to all compensation for the additional and/or revised work specified herein, 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 work, including any changes, disruptions or delays in work schedules or in the performance of other work by CONTRACTOR. The time for performance of the Contract will be **increased 10 days** by reason of the performance of the work required by this Change Order. Except as herein above expressly provided, CONTRACTOR further agrees that the performance of the work specified in this Change Order or the rescheduling of other project work made necessary by this Change Order, shall not constitute a delay which will extend the time limit for completion of the work as said term is used in the Contract between CITY and CONTRACTOR for the project.

Approval Recommended By:

Approved as to Form by:

Peter J. Wright Jun 4, 2026
Project Manager – Peter Wright Date

Michael Voss Jun 9, 2026
Michael Voss, Senior Deputy City Attorney Date

Approved By:

Approved By:

Hagr Balla Jun 4, 2026
Hagr Balla (Jun 4, 2026 08:11:14 PDT)
Contractor – Hagr Balla Date
Shimmick Construction Company, Inc.

Dalia Fadl Jun 9, 2026
Dalia Fadl (Jun 9, 2026 15:50:26 PDT)
Dalia Fadl, Director, Department of Utilities Date

Approved By:

Approved By:

Ryan Moore – Assistant City Manager Date

Mindy Cuppy – City Clerk Date

**CITY OF SACRAMENTO
CHANGE ORDER
EXHIBIT A**

Contract # & Date: 2025-4635 07/24/2025

Budget #: 472011-50000-6021-51000000-W14130622-401

Purchase Order #: 0000083307

Change Order No: 3

1) PCO #2 – 2026 Project Completion

The contract work was put on hold in October 2025 because the work could not be completed before the start of the rainy season. As part of the restart the Contractor renegotiated the subcontracts, incurred costs due to inefficiencies and had to re-do completed work such as wildlife exclusion fencing. This change was made in accordance with City of Sacramento Standard Specification 4-4 "Changes in the Work" and Section 4-6 "Extra Work." Compensation of \$295,938.15 has been identified using an agreed lump sum negotiation and includes all mark ups, profits, surcharges, taxes, and overhead costs. There will be ten (10) working days added to the Time of Performance of the Contract by reason of the work performed in this item. This is the second of two change orders covering additional compensation related to the project construction restart.

(Database Code: Owner Requested Change)

Total This Item: \$295,938.15

Total Days: 10 Days

Total This Change Order: \$ 295,938.15

Total Change Order Days: 10 Days