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File ID: 2025-00660

4/1/2025

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**Supplemental Agreement: On-Call Contractor Services for Groundwater Well Rehabilitation & Abandonments [Published for 10-Day Review 3/21/2025]**

File ID: 2025-00660

**Location:** Citywide

**Recommendation:** Pass a **Motion** authorizing the Interim City Manager or the designee to execute Supplemental Agreement No. 1 to City Agreement C2023-0573 with Bartley Pump, PM LLC to provide additional on-call groundwater well rehabilitation and abandonment support for an amount not-to-exceed \$2,000,000, bringing the agreement's total not-to-exceed amount to \$3,500,000.

**Contact:** Megan Thomas, Project Manager, (916) 808-1729, methomas@cityofsacramento.org; Michelle Carrey, Supervising Engineer, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, shuun@cityofsacramento.org; Pravani Vandeyar, Director of Utilities, (916) 808-3765, pvandeyar@cityofsacramento.org; Department of Utilities

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Supplemental Agreement No. 1

**Description/Analysis**

**Issue Detail:** Staff recommends Council approve Supplemental Agreement No. 1 with Bartley Pump, PM LLC to provide additional on-call professional services to provide groundwater well support services for the Department of Utilities (DOU) for an amount not-to-exceed \$2,000,000, bringing the agreement's total not-to-exceed amount to \$3,500,000. This work is necessary to ensure continuation of groundwater well operation and to protect the public health as issues are identified at the City's groundwater wells.

**Policy Considerations:** The proposed supplemental agreement exceeds the City Manager's approval authority, requiring Council approval per City Code 3.04.020.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7,

Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on March 21, 2025, in compliance with the City Code.

**Economic Impacts:** None.

**Environmental Considerations:** California Environmental Quality Act (CEQA): This supplemental agreement is exempt from CEQA under Section 15301 of the CEQA Guidelines governing existing facilities, in that it meets the definition of restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

**Sustainability:** The proposed contracts are consistent with the 2040 General Plan Policy PFS-2.2 for maintenance of critical infrastructure and PFS-3.2 for utility sustainability and resilience.

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

**Rationale for Recommendation:** The DOU Water Division is responsible for managing 26 groundwater assets for drinking water and supporting another 16 wells for the Youth, Parks, & Community Enrichment Department (YPCE). As conditions change, urgent response needs are required to assess the condition and rehabilitate wells to return them to service or abandon wells to meet State and County regulations. Due to recent changes in groundwater regulations, along with regional needs to be able to continue to provide groundwater support during dry years, additional well rehabilitation and assessments are needed to ensure continued operational feasibility of the groundwater field. In order to continue with existing well efforts to maintain the existing DOU wells and groundwater quality, an additional spending authority amount not-to-exceed \$2,000,000 is needed.

**Financial Considerations:** The original agreement not-to-exceed amount with Bartley Pump, PM LLC was \$1,500,000 for an initial term of 3 years (ending May 22, 2026) with up to two 1-year extensions. The proposed Supplemental Agreement No. 1, in the amount of \$2,000,000, would increase the agreement not-to-exceed amount to \$3,500,000, with the terms of the contract unchanged. Services under this agreement are intended to be used to address needs when demand warrants. Purchase orders encumbering funds under these agreements will not be created until projects and funding are identified. Funding of these agreements in future fiscal years will be subject to the availability of sufficient funds in the budget adopted for the applicable fiscal year.

There are no General Funds allocated or planned for these contracts.

**Local Business Enterprise (LBE):** Barley Pump, PM LLC is not a LBE. The minimum LBE participation requirement was waived by the Director of Utilities based on determination that a waiver

is in the City's best interest due to lack of qualified local vendor availability.

**Background:** On February 16, 2023, a Request for Qualifications (RFQ) (Q23141311011) was advertised and issued on PlanetBids for On-Call Contractor Services for Groundwater Well Rehabilitation & Abandonments for a contract not-to-exceed \$1,500,000 over a three year term, with the option of up to two 1-year extensions.

On the due date of March 16, 2023, two (2) Statement of Qualifications (SOQs) were received from the following firms:

- Nor-Cal Pump & Well Drilling Inc.; and,
- Barley Pump, PM LLC.

Two staff members from the DOU Engineering & Water Resources Division and one staff member from the DOU Water Division reviewed the proposals and based on their knowledge, expertise, and experience with groundwater wells, both firms were selected to provide the requested services.

During the time frame of the existing contracts, new groundwater regulations arose that impacted contract authority earlier than originally estimated. To ensure continuation of operational feasibility of the existing groundwater field, additional authority is needed.

# 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): 2023-0573 Supplement/Addendum #: 01  
Assessor's Parcel Number(s): \_\_\_\_\_  
Contract Effective Date: \_\_\_\_\_ Contract Expiration Date (if applicable): 05/23/2026  
\$ Amount (Not to Exceed): \$3,500,000 Adjusted \$ Amount (+/-): \$2,000,000  
Other Party: Bartley Pump, PM. LLC  
Project Title: On-Call Contractor Services for Grounwater Well Rehabilitation & Abandonments  
Project #: Various Projects Bid/RFQ/RFP #: Q23141311011  
City Council Approval: YES if YES, Council File ID#: 2025-00660

**Contract Processing Contacts**

Department: Utilities Project Manager: Megan Thomas  
Contract Coordinator: Jamie McKinley Email: jmckinley@cityofsacramento.org

**Department Review and Routing**

**Construction Mgmt:** \_\_\_\_\_  
(Signature) (Date)  
**Supervisor:** \_\_\_\_\_  
(Signature) (Date)  
**Division Manager:** \_\_\_\_\_  
(Signature) (Date)  
**Other:** \_\_\_\_\_  
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**-----

**SUPPLEMENTAL CONTRACT**

**Project Title and Job Number: On-Call Contractor Services for Groundwater Well Rehabilitation & Abandonments Date: 3-26-25**

**Purchase Order #: Various**

**Supplemental Contract No.:1**

The City of Sacramento ("City") and Bartley Pump, PM, LLC("Contractor"), as parties to that certain Professional Services Agreement designated as Contract Number C2023-0573, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

**The performance period for the agreement is not changed. The Scope of Services specified in Attachment 1 to Exhibit A of the Agreement is not changed.**

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 Contract for payment of Contractor's fees and expenses, is **increased** by \$2,000,000, and the Contract's maximum not-to-exceed amount is amended as follows:

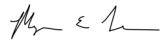
Agreement's original not-to-exceed amount:	<u>\$1,500,000.00</u>
Net change by previous supplemental contracts:	<u>\$0.00</u>
Not-to-exceed amount prior to this supplemental contract:	<u>\$1,500,000.00</u>
<b>Increase</b> by this supplemental contract:	<u>\$2,000,000.00</u>
New not-to exceed amount including all supplemental contracts:	<u>\$3,500,000.00</u>

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 schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract 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 all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

**[SIGNATURES ON FOLLOWING PAGE]**

**SUPPLEMENTAL CONTRACT**

**Approval Recommended By:**



Mar 12, 2025

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Project Manager

**Approved As To Form By:**

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City Attorney

**Approved By:**



Mar 12, 2025

Jason Smith (Mar 12, 2025 19:04 GMT)

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Contractor

**Approved By:**

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Ryan Moore, Assistant City Manager  
City of Sacramento

**Attested To By:**

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City Clerk