

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F002234
WITH PSOMAS**

This Second Amendment to Agreement number F002234, dated November 19, 2020 ("Agreement") is made as of this _____ day of _____, 2026, by and between the City of Santa Rosa, a municipal corporation ("City"), and Psomas, a California Corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide construction management and inspection services for the Laguna Treatment Plant Disinfection Improvements Project.
- B. City and Consultant then amended the Agreement for the purpose of updating Section 12, Time of Performance.
- C. City and Consultant now desire to further amend the Agreement for Consultant to continue to provide construction management and inspection services for the Laguna Treatment Plant Disinfection Improvements Project.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. Section 1. Scope of Services

Exhibit A to the Agreement is supplemented by Exhibit A-1 to this Amendment.

- 2. Section 2. Compensation

Section 2 is amended to increase the compensation payable to Consultant under the Agreement by \$490,663.00 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of four million, nine hundred sixty-two thousand, four hundred nine dollars and no cents (**\$4,962,409.00**). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number **86638**.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: Psomas

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

By: _____

Print Name: Daniel J. Galvin III

Title: Board of Public Utilities Chair

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: 
Nick Tarditti (Mar 11, 2026 09:31:21 PDT)

Office of the City Attorney

Print Name: Nick Tarditti

Title: Chief Financial Officer

By: 
Christopher Davenport (Mar 10, 2026 16:51:57 PDT)

Print Name: Christopher Davenport

Title: Vice President

City of Santa Rosa Business Tax Cert. No.

06525311

Attachment: Exhibit A-1 - Scope of Services

February 10, 2026

transmitted via email

City of Santa Rosa
Mr. Mike Prinz, Deputy Director - Regional Water Reuse Operations
4300 Llano Road
Santa Rosa, CA 95407

Exhibit A-1

Subject: Amendment Request for Construction Management Services for the Laguna Treatment Plant Disinfection Improvements Project

Dear Mr. Prinz,

Due to an extended project timeline, the Disinfection Improvements Project is now anticipated to reach completion in the spring of 2026—a year beyond the original contract closeout date of May 2025. As a result, our current budget under the November 2020 agreement will be exhausted before project completion. We are therefore requesting a budget increase of **\$455,223** and a contract extension to continue providing construction management (CM) services through the end of construction. An updated projected budget sheet is attached to this letter for your review.

In addition to CM services, we propose an additional budget of **\$35,440** to provide scheduling services to support the dispute resolution effort related to SCCI's TIA requests and end of warranty inspection and follow-up. A scope and budget spreadsheet for this work is attached to this letter for your review.

Therefore, we respectfully request an amendment to increase our budget by **\$490,663** to extend our Construction Management services through the first half of 2026 and to participate in and support the end of warranty inspection.

Several factors have contributed to the funding shortfall, including:

- A 12+-month extension to Project schedule beyond the originally planned 36-month duration, resulting in a 48-month project timeline.
- A delayed construction start (June 2022 vs. June 2021), which led to increased labor rates.
- Deployment of survey crews to perform detailed measurements of UV channels to verify construction tolerances.
- Additional overtime required to monitor contractor activities outside of normal working hours.
- Failed UV Spot-Check Bioassay and extended performance testing.

Despite these challenges, our team has remained committed to supporting the City and will continue to do so. We appreciate your consideration of this amendment request.

PSOMAS



Christopher Davenport, PE
Vice President/ Principal

Attachments: Updated Budget Spreadsheets, Dispute Resolution and Warranty Support Scope

City of Santa Rosa
Laguna Treatment Plant Disinfection and Diversion Improvements Project
City Project No. C00284
Psomas Construction Management Services Forecasted Budget
Updated February 2026

Construction, Startup and Closeout Phases					Approx. Duration	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
Mechanical & Electrical Work - UV					5-months									
Startup, Testing and fine Tuning New UV System					6-months									
Demolition/Final Site Work					3-months									
Administrative Close Out, Punch List Work and Dispute Resolution Support through July 2026					5-months									
Personnel/Service					Hours and Forecast Hourly Rates									
	Hours	2025 Rate	2026 Rate	Amount										
Psomas Labor														
Principal/PM - Davenport	152	\$ 255	\$ 260	\$ 39,040	24	24	24	24	16	16	8	8	8	
Construction Manager - Easterbrook	1,000	\$ 210	\$ 215	\$ 211,800	160	160	160	160	160	80	40	40	40	
Office Engineer	880	\$ 150	\$ 150	\$ 132,000	160	160	160	160	160	80	-	-	-	
John Winters - Mechanical/Site	880	\$ 190	\$ 190	\$ 167,200	160	160	160	120	120	40	40	40	40	
David Hicks - Electrical Inspection/Startup Support	278	\$ 190	\$ 190	\$ 52,820	150	80	40	8						
Psomas Labor Subtotal														
					\$ 602,860	\$ 122,620	\$ 109,320	\$ 101,720	\$ 88,040	\$ 85,360	\$ 40,960	\$ 18,280	\$ 18,280	\$ 18,280
Subconsultant Labor														
Sp. Insp: Welding, Masonry, etc...	Allowance			\$ 10,000					\$ 10,000					
Coatings	Allowance													
Subconsultant Mark-up		5%		\$ 500	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ -	
Subconsultant Total					\$ 10,500	\$ -	\$ -	\$ -	\$ -	\$ 10,500	\$ -	\$ -	\$ -	\$ -
Total					\$ 613,360	\$ 122,620	\$ 109,320	\$ 101,720	\$ 88,040	\$ 95,860	\$ 40,960	\$ 18,280	\$ 18,280	\$ 18,280
Approved Budget	\$4,471,746			\$ 158,138										
Amount billed through October 2025	\$4,313,609			\$ 455,223										
Remaining Amount as of 10/24/25	\$158,138													



SCOPE OF WORK

CITY OF SANTA ROSA

Laguna Treatment Plant Disinfection Improvements Project

DISPUTE RESOLUTION AND WARRANTY WALK SUPPORT SERVICES

A. DISPUTE RESOLUTION SERVICES

Psomas will support the City Project Manager and City Attorney by providing specialized technical services to help resolve a dispute with Shimmick Construction Company Incorporated (SCCI). The dispute concerns SCCI's request for additional compensation due to delays that impacted the project schedule.

Services include:

- A detailed review of the as-built schedule.
- A comparison of the contractor's actual versus planned production rates.
- Development of alternative scenarios that analyze how specific activities affected the project's critical path.
- Other document review and support requested by the City to analyze and respond to SCCI's further requests.

All communication between Psomas and the City Attorney shall be confidential.

Please note: This scope does **not** include expert testimony or formal participation in mediation or litigation. If such services are required, they will be addressed through a separate contract amendment.

B. WARRANTY WALK SUPPORT SERVICES

One month before the one-year warranty period ends, Psomas will join City staff for a walkthrough to assess the condition of the completed work and installed equipment.

Psomas will:

1. Compile a list of the deficiencies observed during the walk.
2. Review contract documents and submittals to verify whether the deficiencies are covered under the warranty.
3. Take lead in compiling and formally transmitting a final list of items that need to be addressed/repared under the warranty provisions of the contract to SCCI.
4. Provide follow-up coordination with the City and Contractor to confirm work is completed.

City of Santa Rosa

Laguna Treatment Plant Disinfection and Diversion Improvements Project

City Project No. C00284

Additional Services

Psomas

Updated February 2026

Dispute and Warranty Support Services						Fall 2025	Winter 2026	Spring 2027
TIA Scheduling Dispute Resolution Support								
Warranty Walk & Follow-up Support								
Personnel/Service	Hours and Forecast Hourly Rates							
	Hours	2025 Rate	2026 Rate	2027 Rate	Amount			
Psomas Labor								
TIA Scheduling Dispute Resolution Support								
Scheduling Specialist I	80	\$ 210	\$ 215	\$ 220	\$ 16,960	48	32	-
Scheduling Specialist II	64	\$ 150	\$ 155	\$ 160	\$ 9,680	48	16	-
Warranty Walk & Follow-up Support								
Construction Manager: Easterbrook	40	\$ 210	\$ 215	\$ 220	\$ 8,800	-	-	40
Psomas Labor Subtotal					\$ 35,440	\$ 17,280	\$ 9,360	\$ 8,800