



# City of Sacramento City Council

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**Meeting Date:** 1/15/2013

**Report Type:** Consent

**Title:** Design of Water Treatment Plants Rehabilitation Project (Z14006000)

**Report ID:** 2013-00067

**Location:** District 1

**Recommendation:** Pass a motion ratifying all supplemental agreements previously issued by the City Manager or the City Manager's designee pursuant to City Code Section 3.64.040, for City Agreement 2010-0266 with Carollo Engineers, and resetting the City Manager's authority to issue supplemental agreements.

**Contact:** Bill Busath, Engineering Manager, (916) 808-1434; Dan Sherry, Supervising Engineer, (916) 808-1419 - Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Cip Engineering

**Dept ID:** 14001321

## **Attachments:**

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- 1-Description/Analysis
- 2-Background
- 3-Location Map
- 4-Supplemental Agreement Carollo No 5
- 5-Supplemental Agreement Carollo No 6

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### **City Attorney Review**

Approved as to Form  
Joe Robinson  
1/4/2013 3:49:39 PM

### **City Treasurer Review**

Reviewed for Impact on Cash and Debt  
Russell Fehr  
1/2/2013 11:55:32 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Dave Brent - 1/3/2013 1:46:26 PM

## Description/Analysis

**Issue:** The City's two surface water treatment plants, the Sacramento River Water Treatment Plant (SRWTP) and the EA Fairbairn Water Treatment Plant (EAFWTP), were constructed in the 1920s and 1960s, respectively. The final design for the Water Treatment Plants Rehabilitation Project (Project) has been completed by Carollo Engineers, under a Professional Services Agreement previously approved by the City Council (City Agreement No. 2010-0266). This report requests ratification of the Project's supplemental agreements with Carollo Engineers that previously were approved by the City Manager's designee. This includes Supplemental Agreements Nos. 5 and 6, which exceeded the City Manager's normal supplemental agreement authority, but were approved by the City Manager's designee on December 17, 2012, under subsection C of City Code section 3.64.040. The background and reasons for the approval of Supplemental Agreement Nos. 5 and 6 is provided in Attachment 2 - Background.

**Policy Considerations:** The Project, which provides updated infrastructure for a safe and reliable water supply, is consistent with City Council focus areas of public safety, economic development, livability, and sustainability. Subsection C of City Code section 3.64.040 allows the City Manager or the City Manager's designee to approve supplemental agreements (in excess of the normal limitations set forth in City Code section 3.64.040) upon finding that it is necessary to prevent an interruption of work or services that would result in a substantial cost increase to the City. When supplemental agreements are approved on this basis, the City Code requires the City Manager to present a report to the City Council that describes the action taken and the reasons for such action. The City Council already had provided budget approval to fund these additional services.

**Economic Impacts:** None. Economic impacts are typically estimated for construction categories. The Council actions requested herein precede the planned construction and Council approved the funding for these supplemental agreements on November 20, 2012.

**Environmental Considerations:** The Community Development Department, Environmental Planning Services prepared a Mitigated Negative Declaration for the proposed project. City Council approved the Mitigated Negative Declaration and adopted the Mitigation Monitoring Report on March 20, 2012 (Resolution No. 2012-067) for the Water Treatment Plants Rehabilitation project. Approval of the Supplemental Agreements would not result in any new environmental impacts not previously identified and analyzed in the adopted Mitigated Negative Declaration.

**Sustainability:** The Project is consistent with the City's Sustainability Master Plan by providing a safe and reliable water supply for the Sacramento Region.

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

**Rationale for Recommendation:** This report is presented in accordance with City Code section 3.64.040(C). The Director of Utilities (as the City Manager's designee) approved and executed Supplemental Agreement Nos. 5 and 6 pursuant to subsection 1 of the aforementioned provision, based on the Director's determination that it was necessary to do so to prevent an interruption of work or services that would result in a substantial increase in cost to the City. Ratification of all supplemental agreements previously approved by the City Manager's designee will restore the City Manager's authority to approve supplemental agreements for the Carollo Engineers agreement.

**Financial Considerations:** There is sufficient funding in the Project (Z14000600) to complete the design and bidding process. All supplemental agreements with Carollo Engineers total \$8,748,694.

**Emerging Small Business Development (ESBD):** Carollo Engineers is not an emerging or small business enterprise.

## BACKGROUND

The City’s two surface water treatment plants, the Sacramento River Water Treatment Plant (SRWTP) and the EA Fairbairn Water Treatment Plant (EAFWTP), were constructed in the 1920s and 1960s, respectively. Critical infrastructure and equipment at SRWTP is over 90 years old, has exceeded its useful service life, and needs to be replaced. Improvements are also needed at EAFWTP to maintain reliable capacity. In order to provide a safe and reliable water supply today and in the future for the citizens of Sacramento, it is imperative that the treatment plants be rehabilitated. The final design for the Water Treatment Plants Rehabilitation Project (Project) has been completed by Carollo Engineers, under a Professional Services Agreement previously approved by the City Council (City Agreement No. 2010-0266).

The City Council approved the original agreement for the preliminary design services, and also approved Supplemental Agreement No. 1, which added the design phase services. Supplemental Agreement Nos. 2 and 3 were approved by the DOU Director, and Supplemental Agreement No. 4 was approved by the City Council. These various approvals, and the associated dollar amounts, are shown below:

ITEM	DATE	AMOUNT
Original PSA - Phase I Design	4/14/2010	\$ 825,494.00
SA #1 - Phase II Design	4/28/2011	\$ 7,400,000.00
SA #2 - Biological Survey	6/30/2011	\$ 35,000.00
SA #3 - VELB Mitigation & Public Outreach	12/5/2011	\$ 61,000.00
SA #4 - Value Engineering	3/13/2012	\$ 237,000.00
	<b>TOTAL</b>	<b>\$ 8,558,494.00</b>

There was an immediate need to approve services that are covered by two additional supplemental agreements, Supplemental Agreement Nos. 5 and 6. Supplemental Agreement No. 5 includes various items, primarily Plant security measures, that were not previously included in the scope of services but that are required as part of the Project design. Supplemental Agreement No. 5 was originally circulated for signatures on 10/8/2012 but went through numerous revisions that delayed agreement on its final form at a staff level.

During this time period, Carollo prepared a scope of services and fee estimate for engineering services during construction (ESDC), including services that would be required during the bidding period. The bidding period began on 12/03/2012, and bid opening is scheduled for 01/30/2013. Although the agreement for Carollo’s construction phase services will not be approved until Council awards the construction contract in early March, the portion of the ESDC that covers the bidding period (to include responding to bidders’ questions, issuing addenda, and prebid meeting attendance)

needed to be approved earlier in order to successfully bid the project. These services have been broken out from the other ESDC and are included in Supplemental Agreement No. 6.

On November 20, 2012, the City Council approved an additional budget appropriation of \$650,000 for this project, which included the cost for the services covered by Supplemental Agreements Nos. 5 and 6. Staff did not seek Council approval for any supplemental agreements at that time because staff was operating on the understanding that the City Manager's authority to execute individual supplemental agreements was determined based on the amount of the Agreement as approved by the City Council when the design services were added with Supplemental Agreement No. 1 (\$8,225,494). Based on this amount, the City Manager (and the DOU Director by delegation) could approve individual supplemental agreements of up to \$100,000.

However, on December 13, 2012, the City Attorney's office advised that the signature authority for the City Manager to execute supplemental agreements is based on the original agreement amount (\$825,494), not the adjusted contract amount (\$8M+), so that the City Manager's supplemental agreement authority was only \$82,549.40. This meant that it would be necessary to go to Council for approval of Supplemental Agreements Nos. 5 and 6, which both exceeded this amount.

Staff requested approval of Supplemental Agreement Nos. 5 and 6 by the City Manager's designee without prior Council action, which is allowed under defined circumstances specified in subsection C of City Code section 3.64.040.

City Code section 3.64.040(C) provides as follows:

*The city manager [defined to include the city manager's designee] is authorized to issue supplemental agreements that increase the agreement amount in excess of the limitations set forth in this section, to the extent that it becomes reasonably necessary in the judgment of the city manager to take such action to:*

*1. Prevent an interruption of work or services that would result in a substantial increase in cost to the city; or*

*2. Protect any person, property, equipment, materials or the environment from substantial and immediate risk of damage or injury from any cause, or, where damage or injury has occurred, prevent the occurrence of further damage, injury or deterioration.*

*For any action taken pursuant to this subsection, the city manager shall present a report to the city council describing the action taken and the reason(s) for such action as soon as reasonably possible, but in any event not later than thirty (30) days after taking such action.*

The Director of Utilities (as the City Manager's designee) approved and executed Supplemental Agreement Nos. 5 and 6 pursuant to subsection 1 of the above provision, based on the Director's determination that it was necessary to do so to prevent an interruption of work or services that would result in a substantial increase in cost to the City. If approval of the services covered by these Supplemental Agreements was delayed until a report could be taken to the City Council, all work by the consultant, Carollo Engineers, and its sub-consultants, would have stopped until Council authorized the supplemental agreements.

Impacts if the supplemental agreements were NOT executed by December 17, 2012:

- Carollo would have ceased work on the project immediately and not resumed until the supplemental agreements were executed.
  - Carollo had completed all tasks under their existing agreement and the only remaining tasks were those included in these supplemental agreements.
- Project bid opening would have been delayed by a minimum of one month (in order to get on the City Council agenda and receive approval).
  - The City's bond sale would also have been delayed a minimum of one month. Bids must be received before bond sale is finalized to ensure bond is sufficient to cover project costs.
- Project construction potentially could have been delayed by one year due to the construction constraints and sequencing required for construction.
  - The extension of the project would also have required the City to expend additional costs and resources to evaluate and revise the current construction sequencing and milestones identified in the specifications.
  - The extended construction schedule would have cost the City hundreds of thousands of dollars in direct costs to the construction contractor and extended overhead for each additional month of construction.

There are substantial cost increases to the City that would have resulted if the supplemental agreements with Carollo Engineers were not executed immediately. In the judgment of staff and the City Manager's designee, the DOU Director, this met the City Code's criteria for approval of Supplemental Agreement Nos. 5 and 6 without prior Council authorization.

As required under the City Code, this report is being presented to the City Council describing the action taken and the reasons for such action. This report also requests ratification of all prior supplemental agreements approved under the City Manager's authority, for purposes of resetting the City Manager's supplemental agreement approval authority (per City Code section 3.64.040(D)).





# Attachment #4

Supplemental Agreement No. 5 between City and Carollo Engineers for  
Design of the Water Treatment Plants Rehabilitation Project

## SUPPLEMENTAL AGREEMENT

**Project Title and Job Number: Water Treatment Plants Rehabilitation / Z14006000**  
**Purchase Order #: 0000010129**

**Date: 11-29-12**  
**Supplemental Agreement No.: 5**

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The City of Sacramento ("City") and Carollo Engineers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2010-0266, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The CITY Representative specified in Exhibit A of the Agreement is changed to:

Ian Pietz, Senior Engineer  
Department of Utilities  
1395 35th Avenue, Sacramento, CA 95822  
P: (916) 808-1910 | M: (530) 300-4337 | F: (916) 808-1497  
[IPietz@cityofsacramento.org](mailto:IPietz@cityofsacramento.org)

2. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
  - A. The services described in the scope of Services set forth in Attachment 1 to Exhibit A, included in the original Agreement (Agreement Number 2010-0266), are collectively designated and renumbered as subtasks within a new Task 000.
  - B. Tasks 1, 2, 3 and 4 described in Attachment 2 to Exhibit A, added by Supplemental Agreement No. 1 (Agreement Number 2010-0266-1), are renumbered as Tasks 100, 200, 300 and 400, respectively, and the subtasks described in Attachment 2 to Exhibit A are renumbered accordingly.
  - C. A new task, Task 500 – Allowance, is added to the scope of Services. Task 500 is described as follows: Tasks as assigned by the City that are not specifically identified in other Tasks included in the Scope of Services, as amended.
  - D. The environmental services added to the scope of Services by Supplemental Agreement No. 2 (Agreement Number 2010-0266-2), and "Task 1" described in Attachment 3 to Exhibit A, added by Supplemental Agreement No. 3 (Agreement Number 2010-0266-3), are collectively designated and renumbered as subtasks within a new Task 600.
  - E. "Task 2" described in Attachment 3 to Exhibit A, added by Supplemental Agreement No. 3 (Agreement Number 2010-0266-3), is redesignated as one of the subtasks included in Task 500 (Allowance).
  - F. Tasks 7.1 and 7.2 described in Attachment 4 to Exhibit A, added by Supplemental Agreement No. 4 (Agreement Number 2010-0266-4), are renumbered as subtasks within a new Task 700, and the remaining subtasks described in Attachment 4 to Exhibit A are renumbered accordingly.
  - G. A new task, Task 800, with corresponding subtasks, is added to the scope of Services, as described in Attachment 5 to Exhibit A, attached hereto and incorporated herein by this reference. Contractor shall perform the work and services specified in Attachment 5 to Exhibit A.
3. The total estimated costs for the Tasks included in the scope of Services, as amended in section 2, above, are set forth in Attachment 4 to Exhibit B, attached hereto and incorporated herein by this reference. The City

# SUPPLEMENTAL AGREEMENT

Representative may approve revisions to the cost estimates for individual Tasks provided there is no change to the Agreement not-to-exceed amount.

4. In consideration of the additional work and services described in section 2, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses is **increased** by \$95,200, and said maximum not-to-exceed amount is amended as follows:

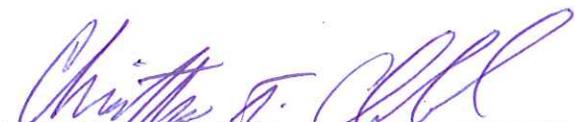
Agreement's original not-to-exceed amount:	<u>\$825,494</u>
Net change by previous supplemental agreements:	<u>\$ 7,733,000</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$8,558,494</u>
Increase by this supplemental agreement:	<u>\$95,200</u>
New not-to exceed amount including all supplemental agreements:	<u>\$8,653,694</u>

5. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 4, above, shall constitute full compensation for the additional work and services specified in section 2, 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 work schedules or in the performance of other services or work by Contractor.
6. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
7. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

  
\_\_\_\_\_  
Project Manager

Approved By:

  
\_\_\_\_\_  
Contractor

Approved By:

  
\_\_\_\_\_  
City of Sacramento

Approved As To Form By:

  
\_\_\_\_\_  
City Attorney

Approved By:

  
\_\_\_\_\_  
Contractor

Attested To By:

\_\_\_\_\_  
City Clerk

# SUPPLEMENTAL AGREEMENT

## ATTACHMENT 5 TO EXHIBIT A

### SCOPE OF SERVICES

#### Sacramento River and Fairbairn Water Treatment Plants Security Improvements

#### Preliminary and Final Perimeter Security Design

November 29, 2012

## Task 800

### INTRODUCTION

The City of Sacramento (CITY) is currently upgrading the Sacramento River and Fairbairn Water Treatment Plants (WTPs) to improve existing infrastructure and enhance operations. The CITY has contracted with Carollo Engineers, Inc. (ENGINEER) to serve as the prime design engineer for these upgrades. Following initiation of the project, the CITY recognized the need to provide an enhanced level of security at each of the two facilities. Concurrent with the plant design, the CITY pursued a grant associated with the design and installation of a video surveillance system and associated perimeter security, which will provide the ability to detect and inform City staff of intruders at the WTPs, either through compromise of the perimeter fence or crossing of a "virtual fence line." Based on discussions with staff, the CITY directed the ENGINEER to prepare an initial scope of work to include planning, selection and design of perimeter security features for the Sacramento River and Fairbairn WTPs. Following completion of that Preliminary Perimeter Security Design effort, the City requested the ENGINEER prepare this subsequent scope of work to include the final design and specification of the selected perimeter security system.

The WTPs are currently equipped with an enterprise-capable security platform (Hirsch) and a variety of existing physical and electronic security measures. However, additional perimeter security upgrades are required at both facilities to address existing security concerns as well as to accommodate modified site perimeters. Consequently, as part of the Preliminary Perimeter Security Design effort, the ENGINEER developed a series of recommendations to enhance perimeter security at both facilities. The recommendations generally included upgrades to the perimeter fencing and gates, new pan-tilt-zoom (PTZ) and fixed cameras at various locations, installation of a Milestone Digital Video Management System, and other miscellaneous upgrades at each plant. The security enhancements are designed to integrate with the CITY's existing Hirsch platform and incorporate video analytics and location sensors to identify and track/locate actual intruders and minimize false alarms. Video images of intruders will be recorded and transmitted to staff who will determine the appropriate response.

The initial preliminary project efforts generally included a Conceptual Design (Phase I) as well as development of preliminary security documents (Phase II).

- **Phase I - .Conceptual Design.** The ENGINEER will perform a general analysis of the Sacramento River and Fairbairn WTPs to determine potential threats and confirm existing perimeter security profiles. The ENGINEER will then work closely with pertinent CITY staff to determine the most appropriate perimeter security upgrades for the WTPs to address security needs and support operational and business

## SUPPLEMENTAL AGREEMENT

objectives. The information developed as part of this effort will be presented to CITY staff as part of a workshop and subsequent memo and will serve as the basis for the preliminary design effort.

- **Phase II – Development of Preliminary Security Design Documents.** Based on the perimeter security upgrade recommendations developed by the ENGINEER and the CITY as part of the Phase I, the ENGINEER will develop preliminary security plans outlining the proposed improvements. Note that these documents will only identify the type and location of the proposed security improvements. Detailed design and specifications required for bidding (i.e. electrical and communication details, product specifications, etc.) will be developed as part of a subsequent scope of work in association with the overall Rehabilitation Project designs to ensure proper coordination.

The following subtasks outline the work efforts associated with completion of the Phase I and Phase II work for Task 800.

### **Task 801 – Project Management**

Project management is an important aspect of any project, but can be even more critical on “security” related projects due to the large number of stakeholders and the amount of communication and coordination required for a successful project.

As part of this task, the ENGINEER shall perform various project management and monitoring activities to support the timely and accurate completion of the project. Specific project management services include development of a Project Plan; development of a monthly progress report and invoices to be incorporated into the Rehabilitation Project documents; development of applicable formats and standards; and management of individual Project team resources to assist in a Project delivery consistent with the CITY's specific needs and schedule.

A project schedule will be developed and presented at the project workshop identified in Task 201. If possible, based on the notice to proceed date, the project schedule will be generally established to support the overall design schedule for the upgrades at the Sacramento River and Fairbairn WTPs with a design completion date of October 15, 2012.

### **Task 802 – Project Meetings/Site Visits**

The ENGINEER shall conduct workshops, design review meetings, and site visits with CITY personnel as outlined in the tasks below. These tasks include preparation for and attendance at workshops, site visits, and design review meetings with the CITY's staff including management, operations, IT, police, etc.. The ENGINEER will be responsible for scheduling, coordinating, preparing agendas, and conducting the meetings as well as documenting the decisions and action items. Note that quantity, duration, and location of the proposed meetings are subject to change based on the project progress and other ancillary factors. CITY will be responsible for identifying appropriate CITY staff to attend workshops and design review meetings.

#### **Task 802.1 - Workshops**

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The ENGINEER shall coordinate a single workshop with the CITY stakeholders and conduct a needs analysis to determine site specific recommendations to meet the perimeter security needs of the Sacramento River and Fairbairn WTPs. Specifically, the ENGINEER will work with staff to gain a full and complete understanding of the existing security features, proposed facility upgrades, and the operational characteristics of the facilities to support the selection of potential perimeter security upgrades to be included in the eventual design. The workshop will determine system performance expectations and promote that the selected improvements can deliver a high level of perimeter security without impeding production or operations.

A total of one (1) workshop is planned as part of this task and will be coordinated to occur in conjunction with the site visit outlined in Task 202 below.

### **Task 802.2 – Site Visit**

The ENGINEER will conduct a site visit of the Sacramento River and Fairbairn WTPs to conduct a survey of mission critical assets, evaluate the existing perimeter security systems, and meet with CITY staff to obtain documented and anecdotal information associated with the operation of the facilities, the performance of the existing perimeter security systems, and any needs/preferences. The site visits will be coordinated with the workshop outlined in Task 201 to minimize direct costs to the CITY and maximize the efficiency of staff involvement in the project.

### **Task 803 – Development of Conceptual Design**

The ENGINEER will develop a conceptual design approach that will serve as the basis for the proposed perimeter security improvements at the Sacramento River and Fairbairn WTPs.

Based on information gathered as part of the site visit and workshop with CITY staff, the ENGINEER will document the configuration (including equipment, installation, etc.) of any existing physical and electronic perimeter security systems currently being utilized at the WTPs including CCTV, etc.. A general review of perimeter lighting conditions will also be performed as well as a perimeter fence survey. A detailed lighting survey will not be performed.

Ultimately, the conceptual design efforts will be documented in a brief memo which outlines the proposed perimeter security upgrades required to address the identified security gaps. The memo will outline required perimeter fencing improvements, and provide proposed design of surveillance/intrusion for the perimeter of the WTPs, including video detection and analytics. Depending on the proposed approach, the conceptual design may also include perimeter detection devices on the fences themselves as well as some degree of object tracking within alarm areas. The conceptual design will also identify potential video management systems which support on-site monitoring, as well as the capability to transmit off site over WAN. Ultimately, the proposed design will include expansion capability necessary to accommodate future growth.

Research will be conducted with regard to system component selection, applicability to, and integration with the overall system platforms (Hirsch and Milestone).

Finally, the memo will include a conceptual level cost estimate for the proposed physical and electronic perimeter security improvements for both the Sacramento River and Fairbairn WTPs. The estimate will be based on the security enhancements developed as part of the Phase I efforts and will include equipment pricing, installation costs, and recommended service contract information.

## SUPPLEMENTAL AGREEMENT

Five (5) hard copies and a pdf electronic version of the memo will be provided for the CITY's records.

### **Task 804 – Development of Preliminary Security Design**

Based on the conceptual perimeter security recommendations developed by the ENGINEER and the CITY as part of Task 300, the ENGINEER will develop preliminary security plans outlining the proposed improvements. These drawings will utilize available background drawings and digital photos collected as part of the site visit to illustrate the existing perimeter conditions/electronic security and will identify the type and location of the proposed physical (fencing upgrades) and electronic (CCTV, etc.) security improvements. The drawings will also include notes and general information to provide the detail required to clearly convey the perimeter security design intent.

Detailed final design and specifications required for bidding (which include electrical and communication details, product specifications, etc.) are not included in this scope and will be developed as part of a separate scope in association with the overall Rehabilitation Project designs to ensure proper coordination.

All security documents created as part of this scope will be delivered as a separate design package to maintain the security of the information. The ENGINEER will prepare a draft set of preliminary design documents for review by the CITY and will conduct a workshop with appropriate staff to discuss comments. Following the workshop, the ENGINEER will incorporate the CITY's comments and deliver a final set of preliminary design documents. Three (3) half size and one (1) digital copy of the final documents will be delivered to the CITY.

### **Task 805 – Development of Memo on Hirsch Access Control Integration**

ENGINEER will review current Hirsch security system architecture and equipment. ENGINEER will also review proposed modifications to combine control of the DOU Hirsch Security System into the overall City security platform. ENGINEER will write a memo with advantages and disadvantages of keeping the system separate and within Department of Utilities versus combining with the citywide system and make a recommendation.

### **Assumptions**

The outlined scope and associated fee for the Perimeter Security System Preliminary Design is based on the following assumptions. Should the CITY desire to modify any of the noted assumptions, negotiation of additional fee may be required.

- The design concepts utilized for the project will build upon the CITY's existing vulnerability assessment specific to the Sacramento River and Fairbairn WTPs. A new City-Wide Vulnerability Assessment and Threat Assessment will not be completed as part of this study.

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- Full design phase services are not included in this scope of work. A separate contract will be developed following completion of the Preliminary Design Effort.
- Depending on the notice to proceed for this scope, the schedule for completion of the design will be developed to support the current schedule for design of the process upgrades at the WTPs to the best of our abilities.
- Grant/funding applications and assistance are not included as part of this contract.
- Detailed final design and specifications required for bidding (which detail electrical and communication details, product specifications, etc.) are not included in this scope and will be developed as part of a separate scope in association with the overall Rehabilitation Project designs to ensure proper coordination.

Final design phase will generally include the following task:

- **Phase III – Development of Final Security Design Documents.** Based on the perimeter security upgrade recommendations developed by the ENGINEER and the CITY as part of the Phase I and II, the ENGINEER will develop final security plans and specifications outlining the proposed improvements. In general the design will include improvements to identified fence sections, gates, thermal camera system to establish a second security barrier within each plant, and PTZ cameras to track and record alarm incidents.

The following tasks outline the work efforts associated with completion of the Phase III work.

### **Task 806 – Project Management**

Project management is an important aspect of any project, but can be even more critical on “security” design projects due to the variety of stakeholders and the amount of communication and coordination required for a successful project, especially within the short delivery schedule of this project.

As part of this task, the ENGINEER shall perform various project management and monitoring activities to support the timely and accurate completion of the design portion of the project. Specific project management services include development of monthly progress reports and invoices; and management of individual Project team resources to assist in a Project delivery consistent with the CITY's specific needs and schedule. The project schedule will be generally established to support the overall design and bid schedules for the upgrades at the Sacramento River and Fairbairn WTPs.

### **Task 807 – Project Meetings/Site Visits**

The ENGINEER shall conduct a workshop and site visits with CITY personnel as outlined in the tasks below. These tasks include preparation for and attendance at the workshop and site visits with the CITY's staff including management, operations, IT, police, etc.. The ENGINEER will be responsible for scheduling, coordinating, preparing agendas, and conducting the meetings as well as documenting the decisions and action items. Note that quantity, duration, and location of the proposed meetings are subject to change based on the project

# SUPPLEMENTAL AGREEMENT

progress and other ancillary factors. CITY will be responsible for identifying appropriate CITY staff to attend workshops and design review meetings.

## Deliverable:

- Meeting agendas and minutes

## **Task 807.1 - Workshops**

The ENGINEER shall coordinate a single workshop with the CITY stakeholders to finalize the specific recommendations to meet the perimeter security needs of the Sacramento River and Fairbairn WTPs. Specifically, the ENGINEER will work with staff to ensure the final design documents accurately represent the existing security features, proposed facility upgrades, and the operational characteristics of the facilities. The workshop will confirm system performance expectations and assist in ensuring that the improvements will deliver a high level of perimeter security, support existing systems, and minimize impacts on production or operations.

A total of one (1) workshop is planned as part of this task.

## **Task 807.2 – Site Visit**

The ENGINEER will conduct a final site visit of the Sacramento River and Fairbairn WTPs to confirm the optimum location and installation details of the proposed perimeter security systems, and meet with CITY staff to finalize system details. If possible, the site visit will be coordinated with other project tasks to minimize direct costs to the CITY and maximize the efficiency of staff involvement in the project.

## Deliverable:

- None

## **Task 808 – Development of Final Security Design Documents**

Based on the conceptual perimeter security recommendations developed by the ENGINEER and the CITY as part of a previous effort, the ENGINEER will develop final security design documents outlining the proposed improvements. Refer to the attached document titled “Perimeter Security Preliminary Design Fence and Gate Decisions” for specific improvements to be designed for the fences and gates. The drawings will utilize available background drawings and digital photos generated as part of the ENGINEER’s on-going design effort for the WTPs. Where digital background information is not available, the ENGINEER will utilize scanned backgrounds and digital photos collected as part of the site visit to illustrate the proposed security design.

The ENGINEER shall prepare Contract Documents (Plans and Specifications) for use by the bidding contractor. The plan drawings will specify the existing perimeter conditions/electronic security and identify the type and location of the physical (fencing upgrades) and electronic (CCTV, etc.) security improvements included as part of the upgrades.

The plans will also include details outlining the required electrical, communications, and control components required for a fully functional system made available only to qualified security integrators hired as a subcontractor to the bidding contractor. In addition, the plans will include any required details (camera mounting etc.) necessary to facilitate the accurate construction/installation of the improvements. The ENGINEER will also

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develop detailed technical specifications for the proposed electronic security devices as well as any associated electrical, communication and control components.

Contract Documents for the security integrator shall be prepared assuming they will be bid under the front-end documents prepared as part of the overall WTP design. The intent of the specifications will be to allow the security integrators to understand the requirements of the project, and enable the integrator to provide competitive solutions that fully meet these requirements.

*(Note that the City has informed the ENGINEER that they plan to implement a Milestone Digital Video Management (DVMS) system at the City's WTPs to enhance the functionality of their CCTV systems. This scope of work includes design and specification of a Milestone system for both WTP sites, including integration of the new proposed CCTV. This scope does NOT include integration of any existing analog or digital cameras at the sites. However, the ENGINEER will design the system to accommodate growth and facilitate the addition of new cameras or the transition of existing cameras to new technology in the future.)*

All documents for the security integrator created as part of this scope will be delivered as a separate design package to maintain the security of the information. Contract Documents for use by the bidding contractor will be included in the main WTPs Rehabilitation plans and specifications. The ENGINEER will submit five (5) sets of half size preliminary plans and specifications to the CITY for review at the 60 percent and 90 percent complete stages. Final submittal of Contract Documents shall consist of (5) bond half-size copies of final plans and specifications for use by the CITY. Generation of additional sets of bid documents for use by bidders are not included as part of this scope.

### Assumptions

The outlined scope and associated fee for the Perimeter Security System Final Design is based on the following assumptions. Should the CITY desire to modify any of the noted assumptions, negotiation of additional fee may be required.

- Depending on the notice to proceed for this scope, the schedule for completion of the design will be developed to support the current schedule for design and bid of the process upgrades at the WTPs. It is anticipated that the security documents will be issued as an addendum during the bid period,
- Grant/funding applications and assistance are not included as part of this contract.
- Construction phase services (i.e. bidding assistance, conformed documents, submittal review, RFI review, inspection, training, etc.) are not included in this scope of work. A separate contract can be negotiated for construction phase services, if desired by the CITY.
- Integration of the access/intrusion and video systems is not included in this scope of work. However, the ENGINEER will be providing the design required to integrate the perimeter video intrusion system into the Milestone VMS.

# SUPPLEMENTAL AGREEMENT

## PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

### SRWTP FENCES

Perimeter Location	Area Description	Feet	Comment	DOU Comments	Security Design Team Action
East	Water St. Gate north to NE corner	0	New fencing is part of existing project.	New fencing should follow "best practices"*	Replace existing fence with new "best practices" fence.
North	NE corner west to cleanwells	0	New fencing (CMU) is part of existing project.	New fencing should follow "best practices"*	8' tall CMU block wall to be constructed. Wall design to be performed by installer.
North	Cleanwell west to NW corner	550	This area is one of the worst on the property. The presence of residential close by encourages improvement.	Replace existing fence following "best practices"*	Fence from Sludge Drying Bed to Communications Tower Support Building will be replaced. Trees, including Heritage trees, will be trimmed to "best practices" recommendations. Existing fencing at elderberry shrubs will remain. New "best practices" fence will be routed around elderberry shrubs.
West	NW corner to NW gate	0	New fencing is part of existing project.	New fencing should follow "best practices"*	New "best practices" fence will be designed to define SRWTP perimeter. Fencing for the Communications Tower site will remain in the existing condition.
West	NW Gate to Maintenance Gate	150	Improve to Best Practices.	Replace existing fence following "best practices"*	Replace existing fence with new "best practices" fence. Trees, including Heritage trees, will be trimmed to "best practices" recommendations.
West	Maintenance gate to SW gate	0	Existing fence meets Best Practices	No work required, existing fence does not meet best practices, but is minimally acceptable	No action taken for this section of fence.
South	SW gate to end of Coagulant Building	200	Fence is covered by vegetation. Not high enough. Clear vegetation is the priority.	Existing fence does not meet best practices, but is minimally acceptable. Fence is covered by vegetation that needs to be trimmed to allow observation by surveillance cameras (2) mounted on coagulant building. CPTED practices recommend maintaining ground vegetation at 2' maximum height and trees at 7' minimum canopy height.	No fence replacement, but vegetation will be cleared to maintain ground vegetation at 2' maximum height and trees at 7' minimum canopy height.
South	Coag to end of Flocculation Basin	650	Fence is open and in decent condition, too low.	Replace existing fence following "best practices"*	Replace existing fence and design new "best practices" fence on existing concrete wall.
South	N/S fence east of Flocculation	300	fence is low, barbed wire is not canted	Replace existing fence following "best practices"*	Replace existing fence and design new "best practices" fence on existing concrete wall.

# SUPPLEMENTAL AGREEMENT

## PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

South	South of Sludge Lagoon to SE corner	675	fence is low and out of sight. Cannot be seen by any existing devices, and is easily circumvented.	practices" Consider placing new fence on existing short concrete wall along south side of property. Replace existing fence following "best practices" Consider placing new fence on existing short concrete wall along south side of property	practices" fence on existing concrete wall.  Replace existing fence and design new "best practices" fence on existing concrete wall.
East	SE corner to Water St. gate	150	The area is badly overgrown, with fencing too low. The fence where vegetation ends (nearer the gate) is less than Best Practices, but minimally acceptable. Clearing vegetation is the priority. Costs reflect replacing 1/2 the fence in this area.	practices" Replace existing fence following "best practices" Current fence is covered by vegetation which needs to be trimmed or removed. CPTED practices recommend maintaining ground vegetation at 2' maximum height and trees at 7' minimum canopy height.	Replace existing fence and design new "best practices" fence. Vegetation will be cleared to maintain ground vegetation at 2' maximum height and trees at 7' minimum canopy height.
East	Perimeter fence at Water St. Main Gate			Raise existing decorative fence panels to meet fencing "best practices" and prevent intruders from climbing over fence. Add anti-climb hardware/fencing to prevent intruders from climbing around pillars and fence.	Raise existing decorative fence panels to meet fencing "best practices." Add anti-climb hardware/fencing around the pillars and fence.
North	Perimeter fence in New Construction area			practices" Replace existing fence following "best practices" Consider establishing a permanent perimeter fence to meet "best practices". A temporary construction fence can be used within the perimeter boundaries for construction zone.	This work is already included as part of the WTPs Rehabilitation Project.

**SUPPLEMENTAL AGREEMENT**

**PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS**

**SWRTP GATES**

Area	Area Description	Feet	Comment	DOU Comments	Security Design Team Action
Intake	Gates to Intake		add anti-climb		Anti-climb hardware to be designed for Intake Structure gate.
Water St. main gate North West	New Construction area		The new gate near the HSPS will meet Best Practices.	New Gate should Meet best practices*	No action taken for this gate. New gate will be motorized sliding gate. Both ends of the gate will be secured in the closed position for stability.
Maintenance Area Gate	Maintenance, West Side		Gate needs to be raised. Consider removing gate, if not used for O&M activities.	Remove gate if not being used to limit points of entry. Raise gate to level equal to fencing best practices.	Maintenance gate will remain in place. The design will include raising the gate to be level with "best practices" fencing.
Treated Water PS Gate	South of treated water pump station		Gate is low, but well-constructed. Consider adding height panels. There are four vehicle gates presently on the west perimeter. This is far more than ideal from a security perspective. Limit the number of points of entry.	Raise existing fence panels to prevent intruders from climbing over fence. Remove gate if not being used to limit points of entry.	Gate to remain. Fence panels will be designed per the City's direction.
SW Gate			Easy to crawl under, climb over. Improve barbed wire on top and add panel below. This may require civil work on the curb, or the addition of a small speed bump perhaps under the gate.	Raise fence and add barbed wire to meet fencing best practices. Add panel below or add speed bump under gate to prevent intruders from crawling under gate. A better, but more expensive option would be to add a sliding gate to meet best practices*	The existing swing gate will be removed and replaced with a "best practices" sliding gate.

# SUPPLEMENTAL AGREEMENT

## PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

### EAFWTP FENCES

Perimeter Location	Area Description	Feet	Comment	DOU Comments	Security Design Team Action
East	From main gate to NE corner	1000	Fence is covered by vegetation that should be removed. Fence behind the vegetation should be raised to Best Practices standard (it is presently as low as 5' in many areas).	Repair or replace existing fence following "best practices"*. Remove or trim vegetation covering fence. CPTED practices recommend maintaining ground vegetation at 2' maximum height and trees at 7' minimum canopy height.	Removing the vegetation along this fence needs to be discussed with the adjacent landowner. City will provide direction at a later date.
North	From NE to NW corner	0	There is landscaped vegetation here. Clearance of vegetation would be helpful, especially around causeway gate. Fence quality/construction is fine.	No fence improvements required. Existing fence does not meet best practices*, but is minimally acceptable. Remove vegetation around existing fence. CPTED practices recommend maintaining ground vegetation at 2' maximum height and trees at 7' minimum canopy height.	No action taken to replace the fencing along the north property line. Vegetation will be removed to maintain 2' max height for shrubs and trees will be trimmed to a 7' minimum canopy.
West	NE (NW?) Corner southwards along State College	400	Add barbed wire. Fence is too low to meet Best Practices but in good condition.	Existing fence is too low to meet best practices*. The addition of barbed wire will make the fence minimally acceptable.	Three strands of barbed wire will be designed for construction on the existing fence.
West	Entire remainder of west line to SW corner	1000	Add barbed wire. Fence is too low but in good condition.	Existing fence is too low to meet best practices*. The addition of barbed wire will make the fence minimally acceptable.	Three strands of barbed wire will be designed for construction on the existing fence.
West	Entire remainder of west line to SW corner		Remove landscaped vegetation. This is a separate issue from replacing the fencing here. The area is high traffic on the exterior and the fence is low. The landscaping provides cover for intruders and inhibits detection.	The west perimeter fence is obscured by vegetation which inhibits detection and provides concealment for intruders. CPTED practices recommend maintaining ground vegetation at 2' maximum height and trees at 7' minimum canopy height. The landscaping should be trimmed or removed to allow surveillance of the fence line.	Vegetation along the west property line will be removed to maintain 2' max height for shrubs and 7' minimum canopy for trees.
South	Entire south fence		Fence is metal and in good condition. Adding anti-climb to it will help prevent	Existing fence is in good condition but does not meet best practices. * The	Design anti-climb measures for the south fence.

PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

North	River intake Causeway fence		opportunity crime.	installation of "anti-climb" measures (plastic or metal spikes wall topping or rotary anti-climb devices) will make it minimally acceptable. Add anti-climb hardware/fencing to the existing structure to prevent intruders from climbing around pillars and fences and from accessing the causeway from the bike trail.	Design anti-climb measures for the structure, pillars, and fence.
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# SUPPLEMENTAL AGREEMENT

## PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

### EAFWTP GATES

Area	Area Description	Comment	DOU Comments	Security Design Team Action
Main			<p>Add anti-climb to gate. Gate does not meet fencing best practices and intruders are able to climb over or crawl under.</p> <p>Consider speed bump under gate to prevent intruders from climbing under.</p>	<p>Anti-climb hardware will be designed for the main entrance gate. A speed bump will be designed to prevent intrusion from beneath the gate.</p>
NE Corner	<p>This chain link swing gate is unlikely to be attacked by a vehicle. Improvements (height, adding proper barbed wire) would need to be in conjunction with nearby fencing, or it will simply be bypassed</p>	<p>Existing gate does not meet best practices. The installation of a taller gate with barbed wire would make it minimally acceptable.</p> <p>The present method of locking the center point, where the gates meet, with a padlock and chain leaves a weak point in the gate. The use of a solid center locking pole and locking bar would lessen this vulnerability.</p> <p>Any improvements must be consistent with adjoining fences to prevent intruders simply bypassing vulnerable locations.</p> <p>Consider adding removable bollards to prevent vehicles from driving through the gate.</p> <p>A more expensive option would be the installation of a sliding gate which meets the "best practices" for gates* and is tall enough to prevent intruders from climbing over the gate. This would provide protection from vehicles and deter intruders from climbing over the gate.</p>	<p>Existing swing gates will be replaced by taller swing gates with barbed wire. A center locking post will be added with the new gates. New gates will be consistent with adjoining fences to prevent vulnerable locations.</p> <p>Bollards will not be added at this gate.</p>	

# SUPPLEMENTAL AGREEMENT

## PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

<p>NW Corner</p>		<p>Minor improvements would be to raise height, add proper barbed wire. Because there are likely more people near this gate than the NE gate it merits more attention.</p>	<p>Existing gate does not meet best practices. The installation of a taller gate with barbed wire would make it minimally acceptable. The present method of locking the center point, where the gates meet, with a padlock and chain leaves a weak point in the gate. The use of a solid center locking pole and locking bar would lessen this vulnerability. Any improvements must be consistent with adjoining fences to prevent intruders simply bypassing vulnerable locations. Consider adding removable bollards to prevent vehicles from driving through the gate. A more expensive option would be the installation of a sliding gate which meets the "best practices" for gates* and is tall enough to prevent intruders from climbing over the gate. This would provide protection from vehicles and deter intruders from dimbing over the gate.</p>	<p>Existing swing gates will be replaced by taller swing gates with barbed wire. A center locking post will be added with the new gates. New gates will be consistent with adjoining fences to prevent vulnerable locations.  Bollards will not be added at this gate.</p>
<p>SW Corner</p>		<p>Add barbed wire. Consider replacing- this gate is the weakest, and if any gate is to be attacked by a vehicle it is likely this one.</p>	<p>Existing gate does not meet best practices. The installation of a taller gate with barbed wire would make it minimally acceptable. The present method of locking the two center point, where the gates meet, with a padlock and chain leaves a weak point in the gate. The use of a solid center locking pole and locking bar would lessen this vulnerability. Any improvements must be consistent with adjoining fences to prevent intruders simply bypassing vulnerable locations. Consider adding removable bollards to prevent vehicles from driving through the gate. A more expensive option would be the installation of a sliding gate which meets the "best practices" for gates* and is tall enough to prevent intruders from climbing over the gate. This would provide protection from vehicles and deter intruders from dimbing over the gate.</p>	<p>Existing swing gates will be replaced by taller swing gates with barbed wire. A center locking post will be added with the new gates. New gates will be consistent with adjoining fences to prevent vulnerable locations.  Bollards will be added on the plant side of this gate.</p>
<p>North</p>	<p>Bike Trail Gate</p>		<p>Existing gate does not meet best practices. The installation of a taller gate with barbed wire would make it minimally acceptable. The present method of locking the center point, where the gates meet, with a padlock and chain leaves a weak point in the gate. The use of a solid center locking pole and locking bar would lessen this vulnerability.</p>	<p>Existing swing gates will be replaced by taller swing gates with barbed wire. A center locking post will be added with the new gates. New gates will be consistent with adjoining fences to prevent vulnerable locations.  Bollards will not be added at this gate.</p>

# SUPPLEMENTAL AGREEMENT

## PERIMETER SECURITY PRELIMINARY DESIGN FENCE AND GATE DECISIONS

		<p>Any improvements must be consistent with adjoining fences to prevent intruders simply bypassing vulnerable locations.</p> <p>Consider adding removable bollards to prevent vehicles from driving through the gate.</p> <p>A more expensive option would be the installation of a sliding gate which meets the "best practices" for gates* and is tall enough to prevent intruders from climbing over the gate. This would provide protection from vehicles and deter intruders from climbing over the gate.</p>	
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\*Note: "Best practices" recommends 8' chain link fencing with 3-strands of barbed wire on outriggers. It is also our recommendation that all fences be installed with a secured fence bottom to prevent climbing underneath. "Best practices" also recommends that sliding gates should be used rather than swing gates.

SUPPLEMENTAL AGREEMENT



**EXHIBIT I**  
**Sacramento River and Fairbairn WTPs Security Improvements**  
**Preliminary Perimeter Security Design**  
**Fee and Hour Estimate**

TASK	ESTIMATED CAROLLO HOURS							TOTAL HOURS	PECE <sup>1</sup> & Other Direct Costs <sup>2</sup>	Subconsultant (Enterprise Protection Associates)	Estimated Carollo Fee
	Project Director C. Cleveland \$248	Project Manager D. Soback \$229	Project Engineer B. Tackat \$176	Technician \$107	Support Staff \$96						
<b>801 Project Management</b>											
801 - Project Management	0	2	0	0	0	0	2	\$	19	\$	500
<b>802 Project Meetings/Site Visits</b>											
802.1 - Workshops	0	4	0	0	0	0	4	\$	638	\$	5,500
802.2 - Site Visits	0	4	0	0	0	0	4	\$	438	\$	3,100
<b>803 Development of Conceptual Design</b>											
803 - Development of Conceptual Design	0	6	6	4	4	4	20	\$	190	\$	6,900
<b>804 Development of Preliminary Security Design</b>											
804 - Development of Preliminary Security Design	0	10	12	18	2	2	40	\$	1,380	\$	14,700
<b>805 Development of Preliminary Security Design</b>											
805 - Hirsch Memo	0	0	0	0	0	0	0	\$	-	\$	4,900
<b>TOTALS</b>	0	26	18	20	6	6	70		2,665	10,000	28,508

1 - Project Equipment and Communication Expense (per DL Hour)  
 2 - ODC's include travel, mileage, subsistence, printing, etc.

SUPPLEMENTAL AGREEMENT



**EXHIBIT I**  
**Sacramento River and Fairbairn WTPs Security Improvements**  
**Final Perimeter Security Design**  
**Fee and Hour Estimate**

TASK	ESTIMATED CAROLLO HOURS							Subconsultant (J. Calton Engineering)	Subconsultant (Enterprise Protection Associates)	Estimated Carollo Fee
	Project Director C. Cleveland \$245	Project Manager D. Sobek \$245	Project Engineer R. Hook \$176	Technician \$142	Support Staff \$86	TOTAL HOURS	PECE <sup>1</sup> & Other Direct Costs <sup>2</sup>			
<b>806 Project Management</b>										
806.1 - Project Management	0	2	0	0	0	2	\$ 20	\$ -	\$ -	\$ 500
<b>807 Project Meetings/Site Visits</b>										
807.1 - Workshops	0	4	4	0	0	8	\$ 673	\$ 560	\$ 1,550	\$ 8,100
807.2 - Site Visit	0	4	2	0	0	6	\$ 493	\$ 560	\$ 1,100	\$ 3,600
<b>808 Development of Final Security Design Documents</b>										
808.1 - Final Design	0	12	7.4	200	20	309.4	\$ 3,029	\$ 17,800	\$ 17,800	\$ 85,500
<b>TOTALS</b>	0	22	80	200	20	322	4,188	18,700	20,340	\$ 95,200

1 - Project Equipment and Communication Expense (per D L Hour)  
 2 - ODC's include travel, mileage, subsistence, printing, etc.

# SUPPLEMENTAL AGREEMENT

## ATTACHMENT 4 TO EXHIBIT B

The following table provides the breakdown of estimated budgets for each Task in the Scope of Services, as amended by Supplemental Agreement 5.

<b>Task Number and Description</b>	<b>Budget Amount</b>
Previous Preliminary Design Project	\$825,494.00
100 – Project Management	\$412,141.00
200 – Design Documents	\$6,950,470.00
300 – Architectural Committee Support	\$8,940.00
400 – LEED Concept Support	\$139,343.00
500 – Allowance	\$39,606.00
600 – CEQA Assistance	\$58,000.00
700 – Value Engineering	\$95,000
800 - Security	\$124,700
<b>TOTAL</b>	<b>\$8,653,694</b>



# Attachment #5

Supplemental Agreement No. 6 between City and Carollo Engineers for  
Design of the Water Treatment Plants Rehabilitation Project

# SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Water Treatment Plants Rehabilitation / Z14006000  
Purchase Order #: 0000010129

Date: 12-11-12  
Supplemental Agreement No.: 6

The City of Sacramento ("City") and Carollo Engineers ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2010-0266, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The scope of Services specified in Exhibit A of the Agreement is amended as follows:
  - A. A new task, Task 900 – Bid Services, with corresponding subtasks, is added to the scope of Services, as described in Attachment 6 to Exhibit A, attached hereto and incorporated herein by this reference. Contractor shall perform the work and services specified in Attachment 6 to Exhibit A.
2. The total estimated costs for the new Task included in section 1, above, are set forth in Attachment 5 to Exhibit B, attached hereto and incorporated herein by this reference. The City Representative may approve revisions to the cost estimates for individual Tasks provided there is no change to the Agreement not-to-exceed amount.
3. In consideration of the additional work and services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses is increased by \$95,000, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	<u>\$825,494</u>
Net change by previous supplemental agreements:	<u>\$ 7,828,200</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$8,653,694</u>
Increase by this supplemental agreement:	<u>\$95,000</u>
New not-to exceed amount including all supplemental agreements:	<u>\$8,748,694</u>

4. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 3, above, shall constitute full compensation for the additional work and 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 work schedules or in the performance of other services or work by Contractor.
5. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:



Project Manager

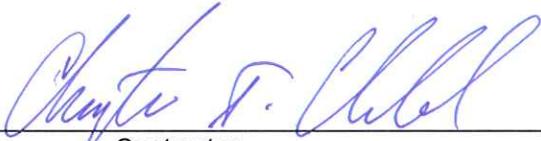
Approved As To Form By:



City Attorney

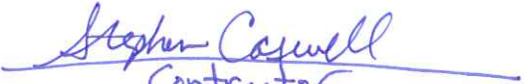
**SUPPLEMENTAL AGREEMENT**

**Approved By:**

  
\_\_\_\_\_  
Contractor

**Approved By:**

  
\_\_\_\_\_  
City of Sacramento

  
\_\_\_\_\_  
Contractor  
**Attested To By:**

\_\_\_\_\_  
City Clerk

# SUPPLEMENTAL AGREEMENT

## ATTACHMENT 6 TO EXHIBIT A SCOPE OF WORK ENGINEERING SERVICES DURING BIDDING FOR THE:

### Sacramento Water Treatment Plants Rehabilitation Project December 11, 2012

#### Task 900 – Bid Services

Engineering services during bidding will be provided by Carollo Engineers (CONTRACTOR) to assist CITY with bid phase services, as described below.

#### Task 900.1 – Project Management

CONTRACTOR will provide the following project management services during bidding:

T900.1A Project Management. Provide Project Manager, Chris Cleveland, to administer and guide the execution of the bid phase support services. The Project Manager will work closely with the City's Project Manager.

#### Task 900.2 - Bid Phase Services

T900.2A Respond to Bidder's Questions. CONTRACTOR will respond to bidder's questions during the bid period. Questions will be initially fielded by CITY. Those that require design team assistance or responses will be forwarded to CONTRACTOR for response. This subtask includes investigating questions, determining whether changes are required to the Contract Documents, and developing design changes, as needed, to address issues.

T900.2B Addenda. Under this subtask CONTRACTOR will provide responses to questions from bidders forwarded by CITY and any changes to design documents required. CITY will incorporate responses and updates to Contract Documents into addenda and issue to planholders.

T900.2C Attend Pre-Bid Meeting. CONTRACTOR's project manager and project engineer will attend the pre-bid meeting for bidders and subcontractors. The meeting will consist of site visits to both WTPs in the project. CONTRACTOR will organize and facilitate the meeting; including capturing any issues raised that need to be addressed as part of an addendum to be forwarded to CITY.

#### Services Provided by CITY

CITY will provide the following services and responsibilities:

1. Legal Services. Legal services related to contract review, bidding irregularities, protests, claims, and related items

## SUPPLEMENTAL AGREEMENT

2. Issuing Addenda. CITY will field questions from bidders. CITY will collect responses to bidder's questions and any updates to CONTRACT DOCUMENTS required from CITY and CONTRACTOR and incorporate into addenda for disbursement to planholders.
3. Project Administration. Responsibility and authority to approve any changes to the specifications, plans, or other contractual obligations of CITY.

### Fee Schedule

The total of all fees and expenses to be paid to CONTRACTOR for the bid phase services support services described herein shall not exceed \$95,000 without prior written approval of CITY

The estimated budgets for Bid Phase Services are level of effort estimates that may not be sufficient to provide services for the entire bid period. CONTRACTOR will notify CITY of budget and progress status on a regular basis and will not incur costs in excess of budgets without re-negotiation of project budget.

