

Meeting Date: 10/27/2015

Report Type: Consent

Report ID: 2015-00878

Title: Agreement: Program Management Services for Accelerated Meter Program

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or the City Manager's designee to execute a Professional Services Agreement with Carollo Engineers, Inc. for Program Management Services for the Accelerated Water Meter Program for an amount not-to-exceed \$996,269.

Contact: Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, (916) 808-1438, Department of Utilities

Presenter: None

Department: Department Of Utilities

Division: Cip Engineering

Dept ID: 14001321

Attachments:

1-Description/Analysis

2-Background

3-Attachment A (Resolution 2015-0056)

4-Agreement

City Attorney Review

Approved as to Form

Joe Robinson

10/7/2015 2:11:26 PM

Approvals/Acknowledgements

Department Director or Designee: Bill Busath - 10/6/2015 12:44:06 PM

Description/Analysis

Issue Detail: The City initiated the Water Meter Implementation Program in 2005 to meet the State-mandated (AB 2572) installation of water meters on all water service connections by January 1, 2025. On February 24, 2015, the City Council approved the Accelerated Water Meter Program that moved up completion of the meter implementation to December 31, 2020. The Department of Utilities (DOU) issued a Request for Proposals (RFP) in June 2015 for program management services to develop project controls, a delivery strategy, and an outreach program needed to effectively accelerate the program. Of the four RFP submittals received, three firms were invited for interviews. Carollo Engineers, Inc. was selected as the top ranking firm.

Policy Considerations: On February 24, 2015, the City Council passed Resolution No. 2015-0056 (see Attachment A) approving the revised water meter implementation guidelines to accelerate the installation of water meters.

Economic Impacts: None.

Environmental Considerations: The Community Development Department, Environmental Planning Services Division Manager, has reviewed the proposed program management services and has determined that this is not a project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2) (continuing administrative activities such as a purchases, personnel-related actions, general policy and procedure making), and Section 15378(b)(5) (organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

Sustainability: This report's recommendation is consistent with the approved water meter implementation plan and supports the goals of the City's Sustainability Master Plan.

Commission/Committee Action: Not applicable.

Rationale for Recommendation:

DOU issued a RFP for the Accelerated Meter Program Management and four consultants submitted proposals. The selection committee consisted of Michelle Carrey (DOU), Chris Powell (DOU), Jon Blank (Public Works), John Valdes (Sacramento Suburban Water District), and Todd Jordan (City of Roseville). The committee ranked the proposals and the top three consultants were interviewed. Carollo Engineers ranked number one based on the evaluation criteria of proposal, interview, and LBE status. DOU negotiated with Carollo Engineers to develop a scope of work and budget.

Financial Considerations: The contract with Carollo Engineers, Inc. contains a not-to-exceed limit of \$996,269. There are sufficient water funds (Fund 6005) in the Residential Water Metering Program project (Z14010000) to award the contract.

Local Business Enterprise (LBE): Carollo Engineers, Inc. is an LBE.

Background:

In June 2015, City staff issued a Request for Proposals (RFP) for program management services, which included developing project controls, a delivery strategy, and an outreach program needed to effectively accelerate the program. As part of the management services, the proposals needed to incorporate a series of deliverables necessary to manage the meter program, including specific tasks required to accelerate the program. The deliverables include:

- Vision and Goals report
- Program data & information summary
- Project controls plan
- Easements/Permitting Plan
- Completed SRF (State Revolving Fund) Loan Application
- Alternative Delivery Analysis Technical Memorandum
- Apprenticeship Program Plan
- Procurement Plan
- Business Systems Integration Plan
- Staffing Plan
- Program brand identity
- Meter “Checkout” process plan
- Accelerated Program Plan

On July 2, 2015, the City Clerk received proposals from four firms, Carollo Engineers, Inc., West Yost and Associates, Vanir Construction Management, Inc., and MRPE, Inc. The DOU wanted at least one outside department representative to participate in the evaluation process and one evaluator from an outside agency. The proposals were reviewed by the panel consisting of City staff (Department of Utilities and Department of Public Works), City of Roseville and Sacramento Suburban Water District. The proposals were evaluated based on their responses to the RFP, their approaches to address the City’s needs, and experience working with the public. After review of the written proposals, three firms were invited to interview in front of the panel and the City Auditor. The firms had the opportunity to present their proposals and the panel could ask follow-up questions. At the conclusion of this evaluation process, the panel determined that Carollo Engineers’ proposal best met the City’s needs and provided the best value to the City. Carollo was selected as the top ranked consultant. DOU proceeded to negotiate a scope of work and budget with Carollo Engineers that is included in the Agreement of this report.

RESOLUTION NO. 2015-0056

Adopted by the Sacramento City Council

February 24, 2015

**APPROVING REVISED WATER METER IMPLEMENTATION GUIDELINES
TO ACCELERATE INSTALLATION OF WATER METERS**

BACKGROUND

- A. Assembly Bill 2572, enacted in 2004, mandated the installation of water meters on all water service connections by January 1, 2025.
- B. The City of Sacramento Department of Utilities (DOU) developed a water meter implementation program to meet this requirement. The program encompassed the installation of 105,000 water meters and replacement of 188 miles of water main pipelines.
- C. On May 24, 2005, the City Council adopted Resolution No. 2005-347, which included approval of the following guidelines for implementation of the water meter program:
- Spreading meter installation projects throughout the City;
 - Replacing aging water mains as part of the program;
 - Continuing to add new meter installation projects that are adjacent to completed projects; and
 - Installing meters in sidewalks, except in specified instances.
- D. Since the water meter program's inception in 2005, 42,500 meters and 24 miles of new water mains have been installed throughout the City.
- E. In 2014, the State experienced significant drought conditions, triggering significant measures by the City and other water purveyors to reduce water use. Beginning in February through the end of 2014, the City's drought-response measures reduced water usage Citywide by approximately 20% compared to the same period in 2013.

- F. The ongoing drought conditions have reinforced the importance of implementing water conservation measures, including the installation of water meters that incentivize water conservation through consumption-based billing. The Department of Utilities has proposed revisions to the water meter program guidelines previously approved by the City Council, by Resolution 2005-347, that will enable the City to complete water meter installation by December 31, 2020, four years ahead of the deadline specified in AB 2572.
- G. Approval of revised guidelines to accelerate the installation of water meters will enhance the City's ongoing water conservation measures and better enable the City to promote water conservation by its customers through consumption-based billing.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The Department of Utilities' water meter implementation program will install water meters in accordance with the following guidelines:
 - a. DOU will prioritize the installation of water meters connected to distribution mains currently in public streets and alleys.
 - b. DOU will reduce the number of water meters to be installed in the sidewalk by installing meters adjacent to the sidewalk where feasible (i.e., subject to existing public easements and site restrictions).
 - c. In areas with existing backyard mains, where DOU deems it feasible to delay the relocation of the backyard main, water meters will be installed in the backyards, subject to existing public easements and site improvements.
 - d. In areas with existing backyard mains, where DOU deems it is not advisable to delay the relocation of the backyard main, the backyard water main will be relocated to the street and water meters will be installed adjacent to the sidewalk where feasible (see #b).

- Section 2. This Resolution replaces and supersedes Resolution No. 2005-347.

Adopted by the City of Sacramento City Council on February 24, 2015, by the following vote:

Ayes: Members Ashby, Carr, Hansen, Harris, Jennings, Schenirer, Warren
and Mayor Johnson

Noes: None

Abstain: None

Absent: None

Vacant: District 6

Attest:

Shirley Concolino Digitally signed by Shirley Concolino
DN: cn=Shirley Concolino, o=City of Sacramento, ou=City
Clerk, email=sconcolino@cityofsacramento.org, c=US
Date: 2015.03.16 15:48:24 -07'00'

Shirley Concolino, City Clerk

PROJECT #: **Z14010001**
PROJECT NAME: **PROGRAM MANAGEMENT SERVICES FOR ACCELERATED METER PROGRAM**
DEPARTMENT: **UTILITIES**
DIVISION: **ENGINEERING**

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTS, LANDSCAPE
ARCHITECTS, PROFESSIONAL ENGINEERS,
AND PROFESSIONAL LAND SURVEYORS**

THIS AGREEMENT is made at Sacramento, California, as of October 27, 2015, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Carollo Engineers
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
Phone: (916) 565-4888 / Fax: (916) 565-4800

("CONTRACTOR"), who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
- 2. Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.
- 3. Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.

4. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
5. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit E. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
6. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
7. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

Print name: _____

Title: _____

For: John F. Shirey, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Non-Discrimination in Employee Benefits

CONTRACTOR:

Carollo Engineers, Inc.
 NAME OF FIRM

86-0899222
 Federal I.D. No.

125-3653-8
 State I.D. No.

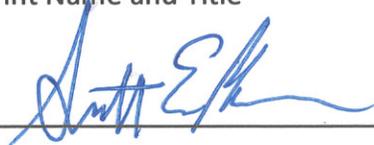
66407
 City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation (*may require 2 signatures*)
- Limited Liability Company
- Other (*please specify:* _____)


 Signature of Authorized Person

CHRIS CLEVELAND, VICE PRESIDENT
 Print Name and Title


 Additional Signature (*if required*)

SCOTT E. PARKER, SENIOR VICE PRESIDENT
 Print Name and Title

DECLARATION OF COMPLIANCE
Equal Benefits Ordinance

Name of Contractor: Carollo Engineers

Address: 2880 Gateway Oaks Drive, Suite 300, Sacramento, CA 95833

The above named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Agreement, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.

- c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by

authorized representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

10/16/15

Date

CHRISTOPHER CLEVELAND

Print Name

VICE PRESIDENT

Title

EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Ian Pietz, Senior Engineer
1395 35th Avenue
Sacramento, CA 95822
(916) 808-1910 / 808-1497 / ipietz@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Chris Cleveland, Vice President
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833
(916) 565-4888 / 565-4880 / ccleveland@carollo.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Insurance.** Insurance requirements are specified in Exhibit D, Section 11.

3. **Conflict of Interest Requirements.**

A. **Generally.** Under the California Political Reform Act, Government Code §§ 81000 et seq., designated employees of the CITY are required to comply with the CITY's Conflict of Interest Code. The term "designated employees" is a term of art and includes individuals who are working for contractors who are providing services or performing work for the CITY and who are considered to be "consultants" under the Political Reform Act. The term "consultant" generally includes individuals who make, or participate in making, governmental decisions or who serve in a staff capacity. Individuals who perform work that is solely clerical, ministerial, manual or secretarial are not "consultants."

The CITY's Conflict of Interest Code requires designated employees, including individuals who qualify as "consultants", to file the following statements of economic interests:

- (1) An "assuming office" statement of economic interests to be filed within 30 days after execution of the agreement between the City and the contractor;
- (2) Annual statements of economic interests while the agreement remains in effect, to be filed not later than April 30 of each year; and
- (3) A "leaving office" statement of economic interests to be filed within 30 days of completion of the contract.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act.

The CITY's Conflict of Interest Code also requires individuals who qualify as "consultants" under the Political Reform Act to comply with the conflict of interest provisions of the Political Reform Act, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests.

- B. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the CITY's Conflict of Interest Code: _____ yes X no [check one]

If "yes" is checked above, CONTRACTOR shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants";
- (2) Cause these individuals to file with the CITY Representative the "assuming office" statements of economic interests required by the CITY's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the CITY's Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

4. **Scope of Services.**

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

5. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

ATTACHMENT 1 TO EXHIBIT A

SCOPE OF SERVICES

Program Management Services for the Accelerated Water Meter Program

City of Sacramento Department of Utilities

City Project No. Z14010001

October 16, 2015

The following Scope of Services has been prepared based on discussions with City of Sacramento (CITY) Department of Utilities (DOU) staff. This scope is the basis for the engineering hours and costs. The overall goal of this project is implement the accelerated water meter program (Program).

The CONTRACTOR shall provide program services for the management, development and implementation of the accelerated water meter program, including but not limited to planning, developing, implementing the program, coordinating project activities, conducting design reviews, coordinating and managing contracts with both design consultants and contractors during the construction of projects, working with DOU engineering staff to monitor overall budgets and schedules, and assisting DOU on public relations.

The scope will be funded in phases. The project phases in the proposed scope of work, Phase 1 – Program Development (Tasks 1 and 2) and Phase 2 - Program Implementation, are intended to be independent of the other, and CONTRACTOR will complete Phase 1 scope before beginning discussions with CITY regarding Phase 2 scope. CITY has the option of awarding Phase 2 to the consultant used for Phase 1.

The first phase will extend from approximately November 2015 to May 2016. The second phase will extend from approximately July 2016 to December 2020. This detailed scope covers only Phase 1 of the program, Program Development.

PHASE 1 PROGRAM DEVELOPMENT

PHASE 1A

TASK 1 Develop Accelerated Program Controls

CONTRACTOR shall develop a plan and structure for the accelerated water meter program (Program), identify all tasks associated with the successful implementation of the Program, and develop protocols and procedures for program management of the accelerated Program.

Task 1.0 - Accelerated Program Commencement

CONTRACTOR will conduct activities to initiate the accelerated Program, coordinate resources between CITY and CONTRACTOR, and establish the vision and goals for the Program.

1.0.1 Program Commencement (Kickoff) Meeting

CONTRACTOR will initiate the Program with one (1) Kickoff Meeting with key project stakeholders to discuss overall work plan, tasks, schedule, meetings, resources, and other coordination items in order to begin execution of the Phase 1 Program Development. CONTRACTOR will prepare meeting materials including an agenda, and meeting minutes following the workshop.

1.0.2 Conduct Vision and Goals Workshop

Following the Kickoff Meeting, CONTRACTOR will conduct one (1) Vision and Goals Workshop where CITY staff, CONTRACTOR, and other stakeholders will meet to define the Program vision and goals. The purpose of the workshop will be to attain alignment between key Program staff and executives so that work efforts will be better focused on executing the Program vision and goals. The workshop will include discussion of a broad range of topics including, but not limited to:

- Program vision, goals, drivers, objectives, and constraints
- Roles and responsibilities (staffing plan to be detailed in Task 1.11)
- Decision-making and issue escalation procedures
- Internal communications
- Plan forward

It is anticipated that the Workshop will be held in 2 consecutive sessions. Session 1 will be the vision and goals development with executive management staff from the CITY. Once program vision and goals are defined, the second session of the workshop will be with additional staff that will be involved with the program development, where the project vision and goals will be presented and discussed. CONTRACTOR will prepare a meeting agenda, and meeting minutes following the workshop. Outcomes of the workshop will be included in the Task 1.0.3 Vision and Goals Report.

1.0.3 Prepare Vision and Goals Report

CONTRACTOR will prepare a draft Program Vision and Goals Report based on the results of the Task 1.0.2 Vision and Goals Workshop. The draft report will be prepared and submitted to CITY for review and comments. Final revisions to the Program Vision and Goals Report will be incorporated into the Accelerated Program Plan in Task 1.13.

Task 1.0 Deliverables:

- Kickoff Meeting agenda and materials, and meeting minutes
- One (1) Kickoff Meeting
- Vision and Goals Workshop agenda, and meeting minutes
- One (1) Vision and Goals Workshop

- Draft Vision and Goals Report

Task 1.1 - Review Program Data and Information

CONTRACTOR will obtain and review existing CITY data, information, and systems used for the Program, such as the information and systems used to manage the previously installed meters and relocated pipelines, and the documentation used to develop the accelerated meter installation plan approved by City Council.

1.1.1 Conduct Program Data & Information Meetings

CONTRACTOR will provide CITY with a list of requested data and information on the Program, and track the availability and source of the information. CONTRACTOR will conduct up to four (4) meetings with CITY staff who are responsible for the data, in order to collect, review, and obtain additional information on the data, systems, and documentation. CONTRACTOR will prepare meeting agendas and minutes.

1.1.2 Organize & Analyze Program Data & Information

CONTRACTOR will organize, review, and analyze the Program data and information provided by the CITY based on the request list and informational meetings. CONTRACTOR will develop a summary of the Program data and organize the information in a suitable document management system for reference by the CONTRACTOR and CITY staff throughout the Program. CONTRACTOR will also review and become acquainted with the CITY'S current resources, information systems and databases (such as the CITY'S GIS and Meter Tracking Database), current project delivery methods, standards, and specifications.

Task 1.1 Deliverables:

- Data & Information Request List
- Program Data & Information Meeting agendas and minutes
- Four (4) Program Data & Information Meetings
- Program Data & Information Summary

Task 1.2 - Develop Project Controls Plan

CONTRACTOR will review existing CITY project controls and develop a plan for refining and customizing project controls to fit the specific needs of the Program.

1.2.1 Conduct Project Controls Approach & Tools Meeting

CONTRACTOR will conduct one (1) Project Controls Approach and Tools Workshop with the CITY to discuss the project controls approach, systems, and processes for the Program. The workshop will include a review of the existing CITY project controls used to manage the existing Program, and a discussion of the preferred approach and tools to manage the accelerated Program. Specific items to be discussed during the workshop will include, but are not limited to, the following:

- Budget and cost management
- Schedule management
- Document management
- Contract development and management
- Cash flow forecasting
- Accounting and finance systems
- Business systems integration
- Monthly progress reporting
- Stakeholder reporting
- Coordination with other City departments (i.e. Public Works)
- Risk allocation and management
- Issue tracking and resolution.

Close coordination between this task and Task 1.10- Develop Business Systems Integration, will occur to capture existing system conditions, functionality, and limitations. CONTRACTOR will prepare meeting materials and an agenda, and minutes following the workshop.

1.2.2 Prepare Project Controls Plan

CONTRACTOR will develop a Project Controls Plan based on the results of the workshop in Task 1.2.1, including the recommended approach and tools/systems for each of the items discussed during the meeting. The draft plan will be prepared and submitted to CITY for review and comments. The final revisions to the Project Controls Plan will be incorporated into the Accelerated Program Plan in Task 1.13. The Project Controls Plan will be used by CONTRACTOR to implement the Project Controls Systems under Task 1.3.

Task 1.2 Deliverables:

- Project Controls Approach and Tools Workshop agenda and materials, and meeting minutes
- One (1) Project Controls Approach and Tools Workshop
- Draft Project Controls Plan

Task 1.3 - Implement Project Controls Systems

CONTRACTOR will implement the Project Controls approach and systems according to the Project Controls Plan developed in Task 1.2.

1.3.1 Configure Project Controls Systems

According to the Project Controls Plan, CONTRACTOR will configure the base project controls systems to support the Program. The system components that are anticipated to be configured under this task and utilized to facilitate the management and control of Program activities include the following:

- Carollo Project Manager based on Microsoft SharePoint Online for document management, budget management, risk management, issues tracking, and reporting - includes 50 software user licenses for Program staff for 1 year duration at \$96/year/user.

- Microsoft Project and/or Primavera P6 for schedule management - no additional software licenses are included in Phase 1 Program
- ESRI ArcGIS Online for GIS mapping, location, and data management - includes \$10,000 in ArcGIS Online credits.

Under this task, CONTRACTOR will establish the software user licenses and configure the base software using Microsoft SharePoint, Microsoft Project and/or Primavera P6, and ESRI ArcGIS. The Project Controls Systems will be further configured to support Program activities in Task 1.3.2.

1.3.2 Implement Document, Schedule, Budget, Risk, and Reports Management

CONTRACTOR will implement the Program document, schedule, budget, risk, issues, and reports management using the project controls systems configured in Task 1.3.1. In order to provide consistent project controls for the CITY, CONTRACTOR will coordinate with CITY IT staff for related business systems and data integration as developed under Task 1.10.3. A few of the specific set-up tasks that will occur as part of implementing the project controls systems for the Program include:

- Establish a dashboard of Key Performance Indicators (KPIs) at the Program and project/contract levels to allow Program management with summary measures of Program progress, accomplishments, and potential issues
- Establish the document management approach including file/folder structure, naming conventions, and security roles/permissions
- Develop forms/templates (e.g. meeting agendas and minutes, monthly progress reports, change management documents) to document and report project activities
- Establish methods and workflows for contracts development, management, and execution
- Develop a budget and cost-tracking tool that conforms with the CITY'S accounting requirements and allows for easy reporting to outside agencies/stakeholders
- Develop a cash flow forecasting tool to estimate availability of Program funding and timing of expenses
- Develop the baseline schedule and master/project schedules for the Program
- Establish a communication schedule to update stakeholders on project progress
- Develop an initial risk register for use and updating throughout the Program
- Configure an action items/issues tracking log for documenting action items and follow-up dates and responsibilities

CONTRACTOR will configure the above items to support the Program activities for Phase 1 as well as for rapid implementation into Phase 2. Project control workflows for design/construction management (e.g. submittals, RFIs, and change control) are not included in Phase 1, but are anticipated to be configured using the same project control systems in the early stages of the Phase 2 Program implementation.

1.3.3 Provide Phase 1 Progress Updates

CONTRACTOR will hold brief weekly Phase 1 progress update meetings with the core project management team from CONSULTANT and CITY. The meetings will consist of short updates on project progress, action items for the coming week, task assignments, and any issues that may impact schedule and budget.

CONTRACTOR will develop and submit monthly invoices to the CITY'S Project Manager in an approved format throughout the Phase 1 project duration. CONTRACTOR will allocate project budget into key tasks and forecast task budgets according to the CITY'S tracking requirements. Invoices will be submitted with a monthly progress report that includes:

- Summary of the Work completed since the previous report;
- Work anticipated in the upcoming month;
- Project status, including scheduled and actual percent completes, and earned value for the major tasks;
- Budget status, including contracted amount, total spent to date, amount remaining, percent spent and actual percent complete;
- Schedule status, including variances in the project schedule by milestone and/or deliverable, and total project;
- Dates of anticipated milestones and/or deliverables in the upcoming month;
- List of problems encountered (if any) and proposed resolution, including technical, budgetary and schedule problems;
- List of potential scope changes, including a brief description and reason for change, along with potential impact on budget and schedule;
- List of issues needing resolution, including party(s) involved and date required so as not to impact project schedule; and
- Public involvement program status for previous month, including documentation of meetings and any subsequent communication with the general public.

Progress reports will be concise and presented in a consistent tabular format agreed to by CITY. A total of seven (7) monthly progress reports have been included in the Phase 1 Program Development. CONTRACTOR will also provide a summary report, presentation materials, and assistance with a CITY staff presentation to City Council at one meeting towards the end of Phase 1 Program Development.

Task 1.3 Deliverables:

- Carollo Project Manager (Microsoft SharePoint Online) for up to 50 user licenses with tools for KPI reporting, document management, contracts management, forms/templates, budget/cost tracking, cashflow forecasting, risk register, and issues tracking log
- Microsoft Project and/or Primavera P6 baseline and master/project schedules
- ESRI ArcGIS Online GIS maps with up to \$10,000 in credits
- Progress Update Meetings (weekly)
- Seven (7) monthly progress reports
- Meeting reports/materials and presentation assistance for one (1) Council meeting

Task 1.4 - Develop Easements/Permitting Plan

CONTRACTOR will perform assessments and develop procedures to define potential easement and permitting issues for Program construction and long-term operations and maintenance activities, minimize impacts on program schedule via public outreach, and work with GIS and other resources to identify and track these issues.

1.4.1 Conduct Easements/Permitting Workshop

CONSULTANT will conduct an Easements and Permitting Workshop to review easement issues and permitting requirements for the Program. The focus of the workshop will be to discuss current Program easement considerations and policies, and to identify available easement records and documentation that can be provided by the CITY. The purpose of the workshop is to identify issues that will be addressed in the Easements/Permitting Plan document. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop.

1.4.2 Develop Easements/Permitting Plan

CONTRACTOR will review available record drawings ("as-builts"), easement and right-of-way (ROW) information provided by the CITY, and identify "typical" easement issues that may impact the construction of Program improvements and ongoing operations and maintenance needs for water meters and pipelines. CONTRACTOR will use this information to assist in the identification of parcels and neighborhoods appropriate for backyard meter retrofits and other meter installation classifications. CONTRACTOR assumes that the CITY has access to easement information on parcel maps that are accessible electronically. Existing digital aerial photography (CITY GIS data and Google imagery) will be used to make preliminary determinations of on-lot conditions that encroach over pipeline alignments for proposed meter installations. It is recognized that accurate easement and pipeline alignment information is not available and therefore the level of effort to accomplish this task is estimated at this time based on best available information.

Based on the desktop review of available data, CONTRACTOR will identify locations that will need field review and/or additional County records review. CONTRACTOR to identify and coordinate with a CITY field assessment of backyard meter retrofit areas. CONTRACTOR also assumes that no new easements will be sought for typical on-lot parcel improvements needed for work in this program.

It is anticipated that some minimal easements will be necessary for major conveyance piping installations that cross other utilities or existing facilities. CONTRACTOR will review Program work areas to identify potential easement needs for the Phase 2 Program construction packages.

These areas include:

- Caltrans encroachments
- County of Sacramento encroachments
- Railroad encroachments

CONTRACTOR will develop an easements and encroachments assessment that identifies the location of the potential needs and a methodology to verify encroachments and easement issues for Program construction in Phase 2 implementation. CONTRACTOR assumes that no additional access and/or construction rights are needed over existing CITY easements and ROW. This task does not include field verification of easement, encroachment, or ROW issues, which CONTRACTOR assumes will be conducted by the CITY.

In a similar process, CONTRACTOR will review the Program work areas for permit requirements and prepare a protocol for acquiring the permits necessary for construction of Program facilities. Potential permitting agencies include:

- Caltrans
- County of Sacramento (Public Works, Flood Control, Light Rail/Transit)
- Railroads

CONTRACTOR will develop a permit requirements assessment that identifies the required permits and locations, a contact at the permitting agency, and typical requirements under the permits.

CONTRACTOR will prepare an Easements and Permitting Plan that combines the assessment results, identified locations, methodologies, and requirements for both easements/ROW and permits for the Phase 2 Program Implementation. The assessments and draft Easements and Permitting Plan will be reviewed and presented in Task 1.4.3.

1.4.3 Conduct Easement/Permitting Assessment Workshop

CONTRACTOR will conduct one (1) Easements/Permitting Assessment workshop to present the results of the easements and permitting assessments developed in Task 1.4.2. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop. Based on CITY input from the meeting, CONTRACTOR will prepare a revised draft Easements and Permitting Plan and submit to the CITY for review and comments. Final revisions to the Easements and Permitting Plan will be incorporated into the Accelerated Program Plan in Task 1.13.

Task 1.4 Deliverables:

- Easements/Permitting Review Workshop agenda, materials, and meeting minutes
- One (1) Easements/Permitting Review Workshop
- Easements and Encroachments Assessment
- Permitting Assessment
- Easements/Permitting Plan meeting agenda, materials, and meeting minutes
- One (1) Easements/Permitting Plan Workshop
- Draft Easements and Permitting Plan

Task 1.5 - CEQA Classification Determination

1.5.1 CEQA Classification Determination

Previous and ongoing meter installation projects performed by the City have been identified and classified as “Categorically Exempt” under the State’s CEQA rules. Under this subtask, CONTRACTOR’s CEQA subconsultant, ESA, will evaluate the proposed program work for applicability of a Categorical Exemption classification under CEQA. A short memorandum will be written and submitted to the CITY in draft form for review and comment. Comments will be addressed in a final version of the memo to be submitted to the City. If the program projects do

not meet the Cat Exempt classification additional CEQA work will be required that is outside of the current scope of this contract, but can be provided through a contract amendment.

Task 1.5 Deliverables:

- CEQA Memorandum

PHASE 1B

Work in Phase 1B will not be initiated until written authorization has been given by CITY to CONTRACTOR.

Task 1.6 - Support Funding Plan

The City anticipates funding the accelerated projects with rate payer funds, bond sale funds and other potential funding sources such as State and Federal Grants and/or a State Revolving Fund (SRF) loan. When requested by CITY, CONTRACTOR shall assist with the preparation of a grant application to support securing a State Revolving Fund loan.

CONTRACTOR will provide up to 68 hours of funding support to the CITY to assist with SRF loan application.

Task 1.6 Deliverables:

- Completed SRF Loan Application

Task 1.7 - Develop Alternative Delivery Analysis

CONTRACTOR will evaluate, present, and, working with CITY, determine which delivery methods for accelerated meter program will be utilized. Based on subtasks identified below, CONTRACTOR will prepare a technical memorandum that evaluates and selects project delivery approaches for design and delivery of the remaining meter installations by December 2020.

1.7.1 Evaluate Alternative Delivery Methods

CONTRACTOR shall conduct research to identify potential traditional and alternative project delivery methods that may be considered by CITY in the course of the Task 1.4 subtasks. Based on this research, CONTRACTOR will identify a preliminary list of delivery methods that are allowable under CITY legal, organizational, and/or other constraints. CONTRACTOR will prepare workshop presentation materials that describe the relative benefits and weaknesses of the identified delivery methods as well as preliminary evaluation criteria to be considered by CITY.

1.7.2 Conduct Alternative Project Delivery Workshop

Utilizing the materials developed earlier in Subtask 1.7.1, CONTRACTOR will facilitate one (1) workshop to assist the CITY in determining the project delivery approaches to be utilized in the implementation of the program. CONTRACTOR will apply weighted evaluation criteria to develop a preliminary recommendation for the project delivery strategy. CONTRACTOR will prepare meeting agenda and meeting minutes.

1.7.3 Develop Alternative Delivery Analysis

Utilizing materials developed earlier in Subtask 1.7.2 and the findings of the Alternative Project Delivery Workshop, CONTRACTOR will complete an analysis of the delivery methods to develop recommendations for CITY. This analysis will include a legal review for compliance with applicable laws and regulations governing public works projects in the State of California.

1.7.4 Prepare and Present Alternative Delivery Analysis

CONTRACTOR will prepare draft technical memorandum summarizing activities of Task 1.7 and formalizing findings of the Alternative Delivery Analysis described above and present draft report contents at one (1) meeting. CONTRACTOR will prepare meeting agenda and meeting minutes.

Task 1.7 Deliverables:

- Project Delivery Workshop materials, agenda, and minutes
- One (1) Project Delivery Workshop
- Alternative Delivery Analysis technical memorandum
- Alternative Delivery Analysis technical memorandum review meeting, agenda, and minutes

Task 1.8 - Develop Apprenticeship Program

CONTRACTOR will assist with the development of an apprenticeship program to provide greater economic opportunities to local low-income and disadvantaged workers through the accelerated water meter program implementation. The program will be based on past similar apprenticeship program, the Priority Apprenticeship Program for the City's downtown arena project.

1.8.1 Prepare Apprenticeship Program Plan

CONTRACTOR will develop an Apprenticeship Program Plan to document the opportunities for recruiting, training, and deploying apprentices from high-need backgrounds and neighborhoods. The draft plan will use the Arena Program as the basis with modifications made based on feedback from CITY review of the draft document. The final revisions to the Apprenticeship Program Plan will be incorporated into the Accelerated Program Plan in Task 1.13. The Apprenticeship Program will be implemented according to the Plan in Phase 2 when selecting contractors and in developing other Program-related resources. If the developed plan varies from the existing Arena Program Apprenticeship Program additional effort will be required to develop the new plan.

Task 1.8 Deliverables:

- Draft Apprenticeship Program Plan

Task 1.9 - Prepare Procurement Plan and Scope of Services

In accordance with the subtasks listed below, CONTRACTOR will prepare scopes of services for meter installation work packages, and a procurement plan for the Program.

1.9.1 Conduct Procurement Plan & Work Package Scoping Meeting

CONTRACTOR will prepare for and facilitate one (1) one-day meeting to present draft sample documents that present the meter installation work package in a sample scope of services for up to three of the delivery methods defined under Task 1.7. A conceptual procurement plan will also be presented using a map and Gantt chart schedule format.

1.9.2 Prepare Scope of Services for Work Packages

Based on the findings of the meeting described in Subtask 1.9.1, CONTRACTOR will develop draft scope of services for each identified work package planned to be issued during the first year of implementation. CITY will provide scope of services and construction specifications based on CITY's existing meter installation packages, modified to suit up to three delivery methods as determined in Task 1.7. CONTRACTOR will utilize the CITY'S previously developed location and timing for different types of meter retrofits (backyard, frontyard, main relocation), as well as the location/timing refinements developed in Task 1.4 for easements and encroachments, as the basis for the work packages and scopes of services. CITY will review draft scope of services for each identified work package and provide one (1) set of written comments to CONTRACTOR. CONTRACTOR will revise draft scope of services for each identified work package for inclusion in the Accelerated Program Plan in Task 1.13.

1.9.3 Develop Procurement Plan

Based on the findings of Tasks 1.7 and 1.9.2, CONTRACTOR will develop one (1) draft version of the procurement plan. CITY will review draft version of the procurement plan and provide one (1) set of written comments to CONTRACTOR. CONTRACTOR will revise draft procurement plan for inclusion in the Accelerated Program Plan in Task 1.13. This task assumes that no workshops will be held to review the draft Scope of Services and Procurement Plan.

Task 1.9 Deliverables:

- Procurement Plan and Work Package Scoping Meeting materials and agenda
- One (1) Procurement Plan and Work Package Scoping Meeting
- Draft scopes of services for meter installation work packages
- Draft procurement plan

Task 1.10 - Develop Business Systems Integration

CONTRACTOR will develop and coordinate integration with existing CITY information system platforms and software, and within each division of DOU, in order to efficiently support the Phase 2 Program implementation.

1.10.1 Conduct Business Systems Integration Meetings

CONTRACTOR will conduct up to four (4) individual business systems integration meetings with appropriate CITY and DOU staff to discuss the data, workflows, and approaches regarding integration of Geographic Information System (GIS), Computerized Maintenance Management System (CMMS), Automated Metering Infrastructure (AMI), and Utility Billing/Customer Information System (CIS). CONTRACTOR will prepare meeting materials and agendas, and minutes following the meetings. Two (2) additional meetings will be held with all staff to discuss cross-over and coordination issues between systems.

1.10.2 Prepare Business Systems Integration Plan

Based on the outcome of the Task 1.10.1 meetings, CONTRACTOR will prepare a draft plan for business systems integration for GIS, CMMS, AMI, Public Works fee tracking and payment, and Utility Billing/CIS systems. The existing Meter Tracking Database (MTD) tool will also be evaluated for potential utilization in the program. The Business Systems Integration Plan will present the proposed data, workflows, tools, and approaches for each of these systems, and a phased plan with requirements for implementing the recommended integration and associated improvements under Task 1.10.3. The draft plan will be prepared and submitted to CITY for review and comments. Final revisions to the Business Systems Integration Plan will be incorporated into the Accelerated Program Plan in Task 1.13.

1.10.3 Implement Business Systems Integration Plan

CONTRACTOR will implement the integration and associated improvements for CITY business systems during the Phase 1 Program as recommended in the Business Systems Integration Plan. The Phase 1 business system improvements will prepare the CITY for efficient integration of data and systems to support the Phase 2 Program implementation. Items that are anticipated to be implemented during the Phase 1 business systems integration include:

- Configure base web-based GIS using ESRI ArcGIS Online with appropriate spatial data to support the CITY'S public outreach program.
- Develop structure for meter and pipeline asset management data to be integrated into the CMMS.
- Develop process for configuration, data collection, and quality checking of AMI connections.
- Develop structure for customer billing data to be integrated into utility billing/CIS.

Task 1.10 Deliverables:

- Business Systems Integration Meeting agendas and minutes
- Six (6) Business Systems Integration Meetings
- Draft Business Systems Integration Plan
- Phase 1 Business Systems Integration Improvements

Task 1.11 - Develop Staffing Analysis

CONTRACTOR will perform a staffing analysis of CITY'S resources, organization, and roles/responsibilities for the Program to determine gaps and potential needs for staff augmentation through Phase 1 Development and Phase 2 Implementation, as well as ongoing water meter program support.

1.11.1 Conduct Staffing Research and Interviews

CONTRACTOR will conduct up to three (3) meetings to research staffing and interview CITY staff to determine gaps and identify potential needs for Program staff augmentation. The interviews will focus on critical areas of staffing that could support or act as barriers to successful execution and implementation of the Program. CONTRACTOR will prepare meeting agendas and minutes for the staffing interviews.

1.11.2 Conduct Staffing Analysis Workshop

CONTRACTOR will conduct one (1) Staffing Analysis Workshop to analyze the strengths and weaknesses of the Program staffing based on the Task 1.11.1 interviews, and discuss the needs for Program implementation and ongoing support. The workshop will include a discussion of the Program organizational structure, existing staffing levels, critical roles, responsibilities, measures of success, and duties/tasks. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop.

1.11.3 Perform Staffing Modeling

CONTRACTOR will perform an overall Program staffing assessment, and develop a model of staffing needs based on the research, interviews, and workshop in Tasks 1.11.1 and 1.11.2. CONTRACTOR will utilize a "form follows function" approach to supporting organizational design and associated staffing requirements. The staffing assessment and model will further detail future internal resource needs and external resource utilization. Basic process maps for critical processes will be established with high-level roles/responsibilities to support effective leadership and management of the Program. CONTRACTOR will prepare a draft report of the staffing model and assessment to be presented in Task 1.11.4.

1.11.4 Prepare and Present Staffing Analysis Report

CONTRACTOR will conduct one (1) Staffing Plan meeting to present the results of the staffing model and analysis developed in Task 1.11.3. Following the meeting, CONTRACTOR will prepare a draft Staffing Plan, based on the staffing analysis, and submit to the CITY for review and comments. Final revisions to the Staffing Plan will be incorporated into the Accelerated Program Plan in Task 1.13.

Task 1.11 Deliverables:

- Staffing Interview agendas and minutes
- Three (3) Group Staffing Interviews
- Staffing Analysis Workshop agenda, materials, and minutes
- One (1) Staffing Analysis Workshop

- Staffing Assessment and Model (MS Excel)
- Staffing Plan Meeting agenda and minutes
- One (1) Staffing Plan Meeting
- Draft Staffing Plan

Task 1.12 - Develop Public Outreach Plan

CONTRACTOR will develop and deliver a plan for public outreach based on research, communication, and collaboration with external and internal stakeholders to identify outreach best practices. As part of public outreach effort, CONTRACTOR will provide monthly reports, which include updates on schedule, budget, key accomplishments and challenges, change order summary, project safety summary, etc. CONTRACTOR will evaluate needs and plan for public meetings, website updates, press releases, newsletters, etc. to support the public outreach. CONTRACTOR will develop a final program brand and outreach program rollout schedule.

1.12.1 Program Brand Development

CONTRACTOR will prepare speculative branding mock-ups for an initial client meeting to discuss speculative branding identities and secure branding input. Following the meeting, CONTRACTOR will develop and refine speculative branding options per CITY feedback (Round 1). CONTRACTOR will then develop and refine brand options per CITY feedback (Round 2), prioritize two final speculative brands with CITY for use during qualitative research testing. Additionally, CONTRACTOR will develop up to two (2) branded outreach materials using the two final speculative brands for focus group testing; secure DOU input.

CONTRACTOR will develop and submit a focus group planning memo to the CITY outlining tasks for the four (4) focus groups; two (2) English-language and two (2) Spanish-language groups. CONTRACTOR will coordinate all aspects of the focus groups including: securing a professional focus group facility in Sacramento; preparing focus group moderator's guide with up to two rounds of input from CITY; hiring a professional moderator; and conducting and attending four (4) focus groups. Following the completion of the focus groups, CONTRACTOR will prepare a focus group summary report and meeting with CITY to share focus group report and provide final brand development recommendations.

CONTRACTOR will design master outreach material executions using final brand and present the branded master documents to DOU for input/approval; this includes up to two rounds of minor edits. Final preparation of brand identity and branded material files for inclusion in the final Phase I report will be prepared.

1.12.2 Gather Insights & Map Messages

CONTRACTOR will identify four jurisdictions that have completed water meter install programs to interview in order to glean best practices. CONTRACTOR will develop a questionnaire and provide it to the CITY for final approval. CONTRACTOR will interview up to two people at each of the four jurisdictions. Following the interviews, CONTRACTOR will

document interview feedback and identify highlights for each interview for inclusion in a key findings summary report.

CONTRACTOR will meet with each City Council member to identify any hot-button messages for their respective districts. Following the meetings, CONTRACTOR will develop a recommended point of view on continued City Council collaboration; CONTRACTOR will submit document to CITY for one (1) round of review.

CONTRACTOR will identify a specific list of key messages to be tested during the 1.12.1 branding focus groups. Feedback gathered will be developed into a final draft set of external and internal program messages. Additionally, a set of crisis communications messages will be developed to have ready in case of an emergency.

CONTRACTOR will develop recommendations for how to train and roll out messages to CITY staff and managers, hotline operators and field teams during Phase II.

1.12.3 Develop Communications Plan & Outreach Materials

CONTRACTOR will research and make recommendations on the following: (1) status of and suggestions for improved residential meter construction pre-alert stages, (2) status of and suggestions for improved paid pre-construction notices - to include new media options, (3) program partnerships, (4) specific strategies for a resident "opt-in" program to subscribe for project alerts, and (5) responses to customer calls via a hotline.

Additionally, CONTRACTOR will develop the following: (1) strategy and activation suggestions for using a "street team," (2) earned media outreach strategy and suggestions - including milestones, (3) recommendations for ongoing educational outreach opportunities and (4) recommendations for program website content including and outline of key content suggested for Phase II.

The CONTRACTOR will identify costs for all elements in the outreach plan and develop a comprehensive outreach plan recommendation. The outreach plan will be submitted to the CITY for review and approval; this includes up to two rounds of edits. The final plan will be included in the Accelerated Program Plan.

CONTRACTOR will participate in, either in person and/or via conference, bi-weekly "touch-base" meetings. This task includes up to \$1,000 in incidentals.

1.12.4 Develop Meter Checkout Process & Strategy

CONTRACTOR will meet with DOU conservation staff and discuss implementing a "checkout" strategy for the newly metered customers. Following the meeting, CONTRACTOR will draft a checkout process strategy memo and submit to DOU for consideration; this includes up to two rounds of edits. The final memo will be included in the Accelerated Program Plan.

Task 1.12 Deliverables:

- Refinement of speculative branding mock-ups

- Focus Group Planning & Logistics, including: focus group moderator’s guide, four (4) focus groups, summary report
- Final tested and selected program brand identity (logo); Master branded outreach material documents
- Jurisdiction interview questionnaire; summary report on jurisdiction interviews
- One (1) in-person meeting with each City Council member and resulting point of view document
- Internal and external key message lists and crisis communication message list;
- Training and rollout recommendations for CITY
- Cost estimates for outreach plan costs and comprehensive outreach plan recommendations.
- Checkout process strategy memo and final recommendations

Task 1.13 - Develop Accelerated Program Plan

CONTRACTOR will develop an Accelerated Program Plan that incorporates all the plans that have been prepared in previous Phase 1 Program Development tasks, and provides a comprehensive document for executing the Phase 2 Program Implementation.

1.13.1 Prepare Accelerated Program Plan Outline

CONTRACTOR will develop an outline for the Accelerated Program Plan that incorporates all Phase 1 plans prepared in previous tasks. CITY will review and provide feedback on the outline that will be incorporated into the Draft Accelerated Program Plan. Elements of the Accelerated Program Plan are anticipated to include the following:

- Introduction
- Program Vision, Goals, and Objectives
- Key Performance Indicators
- Program Organization, Roles, and Responsibilities
- PM Team Contact Information
- Program Staffing Plan
- Matrix of Authority and Issue Escalation Plan
- Project Controls Plan
- Business Systems Integration Plan
- Procurement and Project Delivery Plan
- Master Program Schedule
- Program Work Breakdown Structure (WBS)
- Safety Plan
- Quality Plan
- Public Outreach Plan
- Communications and Reporting Plan
- Apprenticeship Program Plan
- Risk Management Plan
- Project Standards
- Design Management Plan
- ROW/Easement Management Plan

- Construction Management Plan
- Project and Program Closeout Procedures

1.13.2 Prepare Draft Accelerated Program Plan

CONTRACTOR will develop the draft Accelerated Program Plan for Phase 2 that incorporates all Phase 1 plans prepared in previous tasks. The draft plan will be prepared and submitted to CITY for review and comments. Final revisions to the Accelerated Program Plan will be incorporated into the final plan in Task 1.13.4.

1.13.3 Conduct Accelerated Program Plan Workshop

CONTRACTOR will conduct an Accelerated Program Plan Workshop to present and discuss the implementation plan for Phase 2 of the Program. CITY will provide additional feedback on the draft Accelerated Program Plan to be incorporated into the final plan. CONTRACTOR will prepare workshop materials and agenda, and meeting minutes following the workshop.

1.13.4 Prepare Final Accelerated Program Plan

CONTRACTOR will prepare the final Accelerated Program Plan that incorporates feedback from the CITY from the workshop and the draft plan review. CONTRACTOR will distribute copies of the Accelerated Program Plan to CITY as requested.

Task 1.13 Deliverables:

- Accelerated Program Plan Outline
- Draft Accelerated Program Plan
- Accelerated Program Plan Workshop agenda, materials, and meeting minutes
- One (1) Accelerated Program Plan Workshop
- Final Accelerated Program Plan

SCHEDULE

The Work described in the Phase 1 scope of work above will be completed within 7 months of Notice to Proceed. It has been assumed that City comments on deliverables will be provided within 2 weeks of each draft submittal.

COST

Cost for Phase 1 of the work is detailed in the attached budget table. Costs will be billed on a monthly basis on a time and materials not-to-exceed basis. Hourly rates are as shown in the attached Fee Schedule and are subject to annual adjustments.

Additional Contract Provisions Applicable to this Project

CITY shall furnish CONTRACTOR available studies, reports and other data pertinent to CONTRACTOR's services; obtain or authorize CONTRACTOR to obtain or provide additional reports and data as required; furnish to CONTRACTOR services of others required for the performance of CONTRACTOR's services hereunder, and CONTRACTOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONTRACTOR's services under this Agreement.

CONTRACTOR has no control over the cost of labor, materials, equipment, or services, or the schedules furnished by others, or over the way CITY's pumps, plants and/or associated processes, and distribution system are operated and/or maintained. Data projections and estimates are based on CONTRACTOR's opinion based on experience and judgment. CONTRACTOR cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by CONTRACTOR and CONTRACTOR does not and will not be liable to and/or indemnify CITY and/or any third party related to any inconsistencies between CONTRACTOR's data projections and estimates and actual costs and/or quantities realized by CITY and/or any third party in the future.

The services to be performed by CONTRACTOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on CONTRACTOR's performance of its services hereunder, and no right to assert a claim against CONTRACTOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONTRACTOR'S services hereunder.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$996,269.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate basis, as set forth in the Fee Estimate in Attachment 1 to Exhibit B, and the Fee Schedule in Attachment 2 to Exhibit B, both attached hereto and incorporated herein.
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.
 - D. Requests for payment shall be sent to:

City of Sacramento, Dept. of Utilities
1395 35th Avenue
Sacramento, CA 95822
(916) 808-1910 / 808-1497 / ipietz@cityofsacramento.org

Attn: Ian Pietz

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.

6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.

7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

Program Management Services for the Accelerated Water Meter Program



10/16/2015

Phase 1: Fee Estimate

Task Description	Carollo Engineers ⁽¹⁾										Total Hours (Carollo+ RMC+KMC+ Ogilvy) Hr	Total Labor Cost (Carollo+ RMC+KMC+O gilvy) \$	Other Direct Costs (ODC)				Total Cost \$		
	Program Mgr.	Program Dir.	Program Advisor	Develop. Mgr.	Ops. Mgr.	Funding/ Alt. Delivery	Contract Admin. Budget/Acct	Scheduling/ GIS	Prj. Engr.	Prj. Admin.			Minor Subs & Software Licenses	PECE Printing Travel				Total ODC Cost \$	
	Carella	Cleveland	Vanier/ Wilkins	James	Baker	Granth./ Rhorer	Fontaine	Amij/ Christen.						\$	\$	\$			\$
Program Management Services: Phase 1																			
PHASE 1A																			
Task 1: Accelerated Program Controls Development																			
Task 1.0: Accelerated Program Commencement																			
1.0.1 Program Commencement (Kickoff) Meeting																			
1.0.2 Conduct Vision and Goals Workshop																			
1.0.3 Prepare Vision and Goals Report																			
Task 1.1: Review Program Data & Information																			
1.1.1 Conduct Program Data & Information Meetings																			
1.1.2 Organize & Analyze Program Data & Information																			
Task 1.2: Develop Project Controls Plan																			
1.2.1 Conduct Project Controls Approach & Tools Meeting																			
1.2.2 Prepare Project Controls Plan																			
Task 1.3: Implement Project Controls Systems																			
1.3.1 Configure Project Controls Systems																			
1.3.2 Implement Document, Schedule, Budget, Risk, and Reports																			
1.3.3 Provide Phase 1 Progress Updates																			
Task 1.4: Develop Easements/Permitting Plan																			
1.4.1 Conduct Easements/Permitting Workshop																			
1.4.2 Develop Easements/Permitting Plan																			
1.4.3 Prepare and Present Easement/Permitting Assessment																			
Task 1.5: CEQA Classification Identification																			
1.5.1 CEQA Classification Determination																			
PHASE 1A TOTAL																			
PHASE 1B																			
Task 1.6: Develop Funding Support Plan																			
1.6.1 Implement Funding Support Plan																			
Task 1.7: Develop Alternative Delivery Analysis																			
1.7.1 Evaluate Alternative Delivery Methods																			
1.7.2 Conduct Alternative Project Delivery Workshop																			
1.7.3 Develop Alternative Delivery Analysis																			
1.7.4 Prepare and Present Alternative Delivery Analysis																			
Task 1.8: Develop Apprenticeship Program																			
1.8.1 Prepare Apprenticeship Program Plan																			
Task 1.9: Prepare Procurement Plan and Scopes of Services																			
1.9.1 Conduct Procurement Plan & Work Package Scoping Meeting																			
1.9.2 Prepare Scope of Services for Work Packages																			
1.9.3 Develop Procurement Plan																			
Task 1.10: Develop Business Systems Integration																			
1.10.1 Conduct Business Systems Integration Meetings																			
1.10.2 Prepare Business Systems Integration Plan																			
1.10.3 Implement Business Systems Integration Plan																			
Task 1.11: Develop Staffing Analysis																			
1.11.1 Conduct Staffing Research and Interviews																			
1.11.2 Conduct Staffing Analysis Workshop																			
1.11.3 Perform Staffing Modeling																			
1.11.4 Prepare and Present Staffing Analysis Report																			
Task 1.12: Develop Public Outreach Program																			
1.12.1 Program Brand Development																			
1.12.2 Gather Insights & Map Messages																			
1.12.3 Develop Communications Plan & Outreach Materials																			
1.12.4 Develop Meter Checkout Process & Strategy																			
1.12.5 Additional Optional Tasks																			
Task 1.13: Develop Accelerated Program Plan																			
1.13.1 Prepare Accelerated Program Plan Outline																			
1.13.2 Prepare Draft Accelerated Program Plan																			
1.13.3 Conduct Accelerated Program Plan Workshop																			
1.13.4 Prepare Final Accelerated Program Plan																			
PHASE 1B TOTAL																			
Program Management Services: Phase 1 (Total)																			
	174	56	76	624	488	166	418	336	260	112	4,240	\$846,061	\$61,800	\$31,707	\$2,350	\$24,900	\$150,208	\$996,269	

Assumptions: 1 Carollo rates are based on the 2015 Carollo Fee Schedule.

**Attachment 2 to Exhibit B
CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**As of January 1, 2015
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$159.00
Professional	194.00
Project Professional	230.00
Lead Project Professional	252.00
Senior Professional	273.00
Technicians	
Technicians	119.00
Senior Technicians	167.00
Support Staff	
Document Processing / Clerical	106.00
Project Equipment Communication Expense (PECE) Per DL Hour	11.70
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2015	\$.575 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%

This fee schedule is subject to annual revisions due to labor adjustments.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall *[check one]* Not furnish any facilities or equipment for this Agreement;

or

Furnish the following facilities or equipment for the Agreement
[list, if applicable]:

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform

services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and

technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

8. Standard of Performance. CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, damages, costs, liabilities, demands, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including but not limited to Claims arising from personal injury or death, damage to personal, real, or intellectual property, or the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct of CONTRACTOR, its sub-consultants, subcontractors, or agents, and their respective officers and employees, in connection with performance of or failure to perform this Agreement, whether or not such Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense to the extent arising from (i) the sole negligence or willful misconduct of, or defects in design furnished by, CITY, its agents, servants, or independent contractors who are directly responsible to CITY, or (ii) the active negligence of CITY.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits, or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the CITY.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and

subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than one million dollars (\$1,000,000) per accident. The policy shall provide coverage for owned, non-owned, and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. If no work or services will be performed on or at CITY facilities or CITY Property, the CITY Representative may waive this requirement by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the CITY is not required. _____ (CITY Representative initials)

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions, or malpractice with limits of not less than one million (\$1,000,000) dollars. Professional Liability (Errors and Omissions) insurance:

Is X Is not _____ [check one] required for this Agreement.

If required, such coverage must be continued for at least 3 year(s) following the completion of all Services and Additional Services under this Agreement. The retroactive date must be prior to the date this Agreement is approved or any Services are performed.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.
- (2) Automobile Liability Insurance: The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) Except for professional liability, CONTRACTOR's insurance coverage, including excess insurance, shall be primary insurance as respects CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees, or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.

- (2) For all insurance policy renewals during the term of this Agreement, CONTRACTOR shall send insurance certificates reflecting the policy renewals directly to:

City of Sacramento

c/o Ebix RCS

Reference #: (This number will be provided by EBIX after Agreement approval.)

PO Box 257

Portland, MI 48875-0257

Insurance certificates also may be faxed to (770) 325-3340, or e-mailed to:
CertsOnly-Portland@ebix.com

- (3) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. Equal Employment Opportunity. During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to

jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.
 - C. The above provisions shall apply in all instances unless prohibited by the funding source for the Agreement.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting

utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directly on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On _____ (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for _____ (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
915 I Street, Second Floor
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675	CONTACT NAME: Risk Strategies Company	
	PHONE (A/C, No, Ext): 949-242-9240	FAX (A/C, No):
E-MAIL ADDRESS: syoung@risk-strategies.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hanover Insurance Company		22292
INSURER B :		
INSURER C : Massachusetts Bay Insurance Company		22306
INSURER D : Continental Casualty Company		20443
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 26948285 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		ZHF894489204	12/31/2014	12/31/2015	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$25,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		ADFA48696300	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Ded: Comp/Collision \$ \$1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WDF895749906	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Deductible: \$0 E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability Unlimited Prior Acts			AEH288354410	7/4/2015	7/4/2016	Each Claim: \$1,000,000 Aggregate: \$1,000,000 Deductible: \$400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to: Program Management Services for Accelerated Meter Program. Carollo Project #: Not yet assigned. City of Sacramento, its officials, employees, and volunteers are included as additional insureds with respects to General & Auto Liability and these policies are Primary & Non-Contributory.

CERTIFICATE HOLDER City of Sacramento c/o Ebix RCS Reference #: TBD P.O. Box 257 Portland MI 48875-0257	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Michael Christian
---	--

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Architects and Engineers

The following policy language is from Commercial General Liability Coverage Forms

The following are mandatory forms on the policy identified on the Certificate of Insurance:

421-0080(01 03) COMMERCIAL GENERAL LIABILITY SPECIAL BROADENING ENDORSEMENT

• Additional Insured by Contract, Agreement or Permit

Under Section II-Who Is An insured, Paragraph 4. is added as follows:

4. a. Any person or organization with whom you agreed, because of a written contract, written agreement or permit to provide Insurance Is an insured, but only with respect to:
 - (1) "Your work" for the additional Insured(s) at the location designated in the contract, agreement or permit; or
 - (2) Premises you own, rent, lease or occupy.This Insurance applies on a primary basis if that is required by the written contract, written agreement or permit.
- b. This provision does not apply:
 - (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily Injury", "property damage", "personal injury" or "advertising injury".
 - (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
 - (3) To any person or organization included as an insured under item 2 of this endorsement
 - (4) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily Injury", "property damage", "personal injury" or "advertising Injury" arises out of sole negligence of the lessor.
 - (5) To any:
 - (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

• Aggregate Limit Per location

- (1) Under Section III - Limits of Insurance the General Aggregate Limit applies separately to each of your "locations Owned by or rented to you.
- (2) Under Section V - Definitions, definition 23. is added as follows:

23. "Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

CG 2503(05 09) DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

• Aggregate Limit of Insurance (Per Project)

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

Your projects away from premises owned by or rented to you

- A. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section II - Coverage A, and for all medical expenses caused by accidents under Section II - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that Limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily Injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:

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- a. Insured's;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Insured becomes legally obligated to pay as damages caused by "occurrences" under Section 1 – Coverage A, and for all medical expenses caused by accidents under Section II – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project show in the Schedule above:
- 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or time tables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

421-0452 (06 07) OTHER INSURANCE-PRIMARY AND NON-CONTRIBUTORY (ADDITIONAL INSURED)

- **Additional Insured by Contract, Agreement or Permit Amended-Primary & Non-Contributory**

The following is added to Section IV – Commercial General Liability Conditions

4. Other Insurance

a. Additional Insured's

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under Section II – Who is An Insured, is primary and non-contributory, the following applies: If other valid and collectable insurance is available to the Additional Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- I. For the sole negligence of the Additional insured;
- II. When the Additional Insured is an Additional Insured under another primary liability policy; or
- III. When 2. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in 3. below.

2. Excess Insurance

This insurance is excess over:

(1) All of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section II – Coverage A – Bodily Injury And Property Damage Liability.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other Insurers.

When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- 1) The total amount that all such other insurance would pay for the loss in the absence of this Insurance; and
- 2) The total of all deductible and self-Insured amounts under all that other Insurance.

We will share the remaining loss, if any, with any other Insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

3. Method Of Sharing

If all of the other Insurance permits contribution by equal shares, we will follow this method also under this approach each Insurer contributes equal amounts until it has paid its applicable limit of Insurance or none of the loss remains, whichever comes first.

If any of the other Insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each Insurer's share is based on the ratio of its applicable limit of Insurance to the total applicable limits of insurance of all insurers.

CG0001 (1207) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- **Separation of Insured's**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this Insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

CG 2404 (05 09) WAIVER OF TRANSFER OF RIGHTS OF RECOVERY TO US

- **Waiver of Subrogation**

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Persons or organizations with whom you have a written contract executed prior to the "bodily injury" or "property damage," that requires you to waive your rights of recovery

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Authorized Representative

12/31/2014
Policy NO. ZHF894489204

Name Insured: Carollo Engineers, Inc.

Additional Insured: Any person or organization with whom the named insured agreed in a written contract to name as additional insured.

This Notice does not form a part of the insurance contract.

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) shall prevail.

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NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S) (Including Nonpayment of Premium)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Thirty (30) Days Notice
City of Sacramento c/o Ebix RCS Reference #: TBD P.O. Box 257 Portland MI 48875-0257		

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason, including nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation. If the reason for cancellation is nonpayment of premium, however, we will provide ten days notice.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Authorized Representative or
countersignature (where required by law)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph A.1.c. of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under **SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract** is primary and non-contributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.

C. This endorsement will apply only if the "accident" occurs:

1. During the policy period;
2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
3. Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".

D. Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

INSURED: Carollo Engineers, Inc.

POLICY NO.: ADFA48696300

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- BUSINESS AUTO COVERAGE FORM
- BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
City of Sacramento c/o Ebix RCS	P.O. Box 257 Portland MI 48875-0257	30

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

If we cancel this policy for any reason other than nonpayment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to provide notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
- b. Render such cancellation ineffective;
- c. Grant, alter, or extend any rights or obligations under this policy; or
- d. Extend the insurance beyond the effective date of cancellation.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT BE CANCELLED BY THE COMPANY WITHOUT 30 (THIRTY) DAYS WRITTEN NOTICE, TO THE ASSURED, EXCEPT THAT IN THE EVENT OF NON-PAYMENT OF PREMIUM THIS POLICY MAY BE CANCELLED WITHIN 10 (TEN) DAYS WRITTEN NOTICE.

Certificate Holder:

City of Sacramento
c/o Ebix RCS
Reference #: TBD
P.O. Box 257
Portland MI 48875-0257

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitation of the policy other than as above states.

(Completion of the following, including countersignature, is required to make this endorsement effective only when it is issued subsequent to preparation of the Policy.)

Effective 12/31/2014 this endorsement forms a part of Policy No. WDF895749906

Issued to Carollo Engineers, Inc.

By Massachusetts Bay Insurance Company

Date of Issue

Countersigned by 
Authorized Representative of the Company

331-0230 1003

Page 1 of 1



PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

For All the Commitments you Make

INSURED: Carollo Engineers, Inc.

Policy AEH288354410

Effective 7/4/2015

Endorsement Number

**NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL**

We agree with **you** that **your** Policy is amended to include the following additional provisions.

1. **Your** Policy will not be:

XX Cancelled by us until we provide at least:

10 days prior written notice if we cancel **your** Policy for Non-payment of Premium;

30 days prior written notice if we cancel **your** Policy for The following reasons:

Any reason other than non-payment of premium.

 Non-renewed by us until at least days prior written notice is given to the person or entity named in 2. below.

2. Person or Entity:

City of Sacramento
c/o Ebix RCS
Reference #: TBD
P.O. Box 257
Portland MI 48875-0257

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

By Authorized Representative James F. Willging
(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)

James F. Willging

Countersigned by Authorized Representative

256423

(Ed. 10/05)

MUST BE POSTED IN CONSPICUOUS PLACE

66407

66407

SACRAMENTO

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name	CAROLLO ENGINEERS	FROM	TO
Business Address	2880 GATE WAY OAKS DR 300	Mo. Day Yr.	Mo. Day Yr.
Owner	CAROLLO ENGINEERS	07/01/2015	06/30/2016
Type of Business	ENGINEERING SERVICES		Expires
Tax Classification	402A		

CAROLLO ENGINEERS
4600 E WASHINGTON ST 500
PHOENIX, AZ 85034-1915

CITY OF SACRAMENTO
VOID
JUL 21 2015
VALIDATED
PAID

TOTAL
PAID: \$781.00

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. (This certificate must be renewed within 30 days of expiration).

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Carollo Engineers, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 2700 Ygnacio Valley Road, Suite 300	Requester's name and address (optional)
6 City, state, and ZIP code Walnut Creek, CA 94598	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	6		-	0	8	9	9	2	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 10/16/15
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

2015 Withholding Exemption Certificate

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The payee completes this form and submits it to the withholding agent.

Withholding Agent (Type or print)

Name _____

Payee

Name CAROLLO ENGINEERS, INC SSN or ITIN FEIN CA Corp no. CA SOS file no.
 86-0899222

Address (apt./ste., room, PO Box, or PMB no.)
2700 YGNACIO VALLEY ROAD

City (If you have a foreign address, see instructions.) WALNUT CREEK State CA ZIP Code 94598

Exemption Reason

Check only one reason box below that applies to the payee.

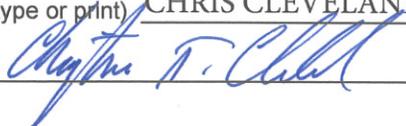
By checking the appropriate box below, the Payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
 I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
 The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**
 The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
 The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
 The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
 At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
 I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
 I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) CHRIS CLEVELAND, VICE PRESIDENT Telephone (916) 565-4888

Payee's signature ►  Date 10/16/15