

**Meeting Date:** 9/13/2016

**Report Type:** Consent

**Report ID:** 2016-00848

**Title: Agreement: Accelerated Water Meter Program Phase 2 (Z14010001) Project Management Services (Published for 10-Day Review 09/01/2016)**

**Location:** Citywide

**Recommendation:** Pass a Motion to execute Supplemental Agreement No. 3 to City Agreement No. 2015-1926 with Carollo Engineers for the Accelerated Water Meter Program (AWMP) Phase 2 Program Management Services (Year 1), in an amount not-to-exceed \$5,167,709, bringing the agreement's total not-to exceed amount to \$6,263,470.

**Contact:** Dan Sherry, Engineering & Water Resources Manager, (916) 808-1419; Michelle Carrey, Supervising Engineer, (916) 808-1438; Ian Pietz, Senior Engineer, (916) 808-1910, Department of Utilities

**Presenter:** None

**Department:** Department Of Utilities

**Division:** Cip Engineering

**Dept ID:** 14001321

**Attachments:**

1-Description/Analysis

2-Background

3-Agreement (Carollo)

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**City Attorney Review**

Approved as to Form

Joe Robinson

8/24/2016 12:05:29 PM

**Approvals/Acknowledgements**

Department Director or Designee: Bill Busath - 8/16/2016 5:39:40 PM

## Description/Analysis

**Issue Detail:** Staff recommends Council approve supplemental agreement No. 3 to City Agreement No. 2015-1926 with Carollo Engineers, Inc. (Carollo) for continued program management services for the Accelerated Water Meter Program (AWMP).

**Policy Considerations:** The AWMP, which provides updated infrastructure for a safe and reliable drinking water supply, is consistent with City Council focus on areas of water conservation, economic development, livability, and sustainability. Council approval is required for the proposed supplemental agreement.

**Economic Impacts:** None.

**Environmental Considerations:** The proposed supplemental agreement for program management services for the AWMP is not a project pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378(b). The proposed agreement approval is an administrative activity that will not result in direct or indirect physical changes in the environment. Therefore, the activity is not subject to CEQA (CEQA Guidelines Section 15060(c)(3)). As individual meter projects are identified and proposed, they will be reviewed pursuant to the requirements of CEQA.

**Sustainability:** The AWMP supports the goals of the City's Sustainability Master Plan by improving water conservation awareness through metered billing with a monthly statement of water usage to customers. Water meter installation also furthers the City's progress in implementing the Water Forum Agreement and the California Urban Water Conservation Council Best Management Practices (BMPs 1, 4, and 7).

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

**Rationale for Recommendation:** On October 27, 2015, following a Request for Proposal (RFP) process that selected Carollo as the top-ranked firm, Council approved Agreement No. 2015-1926 with Carollo to provide the Phase 1 program management services for the AWMP. Phase 2 was an optional task identified in the RFP. After successful completion of Phase 1, staff recommends approving a supplemental agreement with Carollo for the Phase 2 services. The proposed supplemental agreement covers Carollo's Phase 2 program management services for the first year of the AWMP implementation (through approximately June 30, 2017). The continuation of these services in successive years will be based on Carollo's performance and will require City Council approval of additional supplemental agreement(s).

**Financial Considerations:** The proposed supplemental agreement No. 3 for Carollo is for an amount not-to-exceed \$5,167,709, for a new contract amount not-to-exceed \$6,263,470.

There are sufficient funds in the Residential Water Metering Program (Z14010000) for the agreement.

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

## Background

The Department of Utilities (DOU) water meter implementation program approved by City Council on May 24, 2005 planned for the installation of 105,000 water meters and the replacement or relocation of over 175 miles of water mains located in backyards, by January 1, 2025, as required by State law.

From 2013 to the present, the State has experienced significant drought conditions, reinforcing the importance of metering water services as a water conservation tool. In response to the drought, DOU received City Council approval on February 24, 2015 (Resolution 2015-0056) to accelerate the installation of water meters to improve water conservation efforts within the City. Through implementation of the Accelerated Water Meter Program (AWMP) the City will be 100% metered by the end of 2020; four years earlier than the State-mandated installation schedule.

Significant benefits from the AWMP include:

- accelerate the availability of customer interface to monitor water usage,
- enhanced leak detection,
- quicker transition to conservation pricing for water usage,
- lower short term costs,
- local economic boost, and
- compliance with legislative mandate by installing meters ahead of schedule.

On October 27, 2015, the City entered into Agreement No. 2015-1926 with Carollo Engineers, Inc. (Carollo) for program management services for Phase 1 of the AWMP. The Phase 1 services included providing program services for the management and development of the accelerated meter program, including the development of program controls, alternative delivery methods, a staffing analysis, and a public outreach program. Due to the high quality of work from Carollo during Phase 1, City staff recommends extending Phase 2 work to Carollo. The Phase 2 scope of services includes implementation of the program and program controls, including the design, procurement, and administration of the Multiple Award Task Order Contracts (MATOC) project packages, business systems integration support, and public outreach.

**SUPPLEMENTAL AGREEMENT**

**Project Title and Job Number:** #Z14010001 – Program Mgmt Services for AWMP  
**Purchase Order #:**

**Date:** 09/06/2016  
**Supplemental Agreement No.:** 3

The City of Sacramento ("City") and Carollo Engineers, Inc. ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2015-1926, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

Contractor shall perform the additional services specified in Tasks 2.1 thru 2.8, as set forth in Attachment 4 to Exhibit A, attached hereto and incorporated herein by this reference.

- 2. The payment amounts specified in Exhibit B of the Agreement are amended as follows:

The Fee Schedule – Program Management Services specified in Attachment 3 to Exhibit B of the Agreement is replaced by Attachment 4 to Exhibit B, attached hereto and incorporated herein by this reference.

- 3. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses, is Increased by \$5,167,709.00, and the Agreement's maximum not-to-exceed amount is amended as follows:

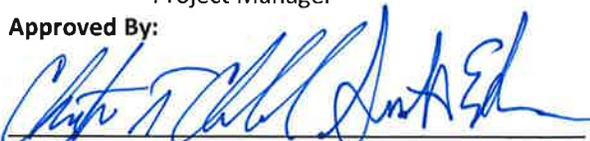
|   |                        |
|---|------------------------|
| Agreement's original not-to-exceed amount:                      | <u>\$ 996,269.00</u>   |
| Net change by previous supplemental agreements:                 | <u>\$ 99,492.00</u>    |
| Not-to-exceed amount prior to this supplemental agreement:      | <u>\$ 1,095,761.00</u> |
| <b>Increase</b> by this supplemental agreement:                 | <u>\$ 5,167,709.00</u> |
| New not-to exceed amount including all supplemental agreements: | <u>\$ 6,263,470.00</u> |

- 4. Contractor agrees that the not-to-exceed amount specified in section 3, above, shall constitute full compensation for the Contractor's services, including the additional or revised services covered by the payment reallocations specified in sections 1 and 2, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional or revised services, including costs associated with any changes or delays in work schedules or in the performance of other services or work by Contractor.
- 5. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 6. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

**Approved As To Form By:**

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

**Approved By:**  
  
\_\_\_\_\_  
Contractor

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

**Approved By:**  
\_\_\_\_\_  
City of Sacramento

**Attested To By:**  
\_\_\_\_\_  
City Clerk



## **ATTACHMENT 4 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  
August 16, 2016**

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 to implement the accelerated water meter program (AWMP).

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

The AWMP consists of two phases: Phase 1 – Program Development and Phase 2 - Program Implementation. Funding was authorized for the CONTRACTOR to complete the Phase 1 scope. This document covers Phase 2.

The first phase extended from approximately November 2015 to June 2016. The second phase is expected to extend from approximately July 2016 to December 2020. This detailed scope covers Phase 2 of the AWMP, Program Implementation during the first year of implementation, from Notice to Proceed through approximately July 31, 2017.

### **PHASE 2 ACCELERATED METER PROGRAM IMPLEMENTATION**

During Phase 1 - Accelerated Water Meter Program Development, an Accelerated Program Plan was developed that established the framework and tools for implementing and managing the Accelerated Meter Program. The following tasks outline the major program components and their associated activities to be completed as part of that Phase 2 Plan.

#### **TASK 2.1 Project Management**

This task extends the administrative management services of the Phase 1 contract for the Accelerated Meter Program. The activities associated with this task include a Project Initiation/Kick-off Meeting, periodic progress meetings with the core team members, and monitoring of project schedule and budget. The AWMP Core Team should include, at a minimum, the Program Manager from the CITY and the Program Manager and Program Engineer from the CONTRACTOR. The monitoring and reporting will be closely integrated with the Project Controls System that was developed during Phase 1 of the AWMP.

CONTRACTOR shall be responsible for tasks related to the project in terms of staffing, budget, schedule, and scope; promote communication within the project team; and document key decisions and risks.

### **Task 2.1.1 - Program Collaboration Workshop**

CONTRACTOR will initiate Phase 2 of the AWMP with one (1) Workshop with the Construction Management Team and other key project stakeholders to discuss overall work plan, tasks, schedule, meetings, resources, and coordination items associated with the Implementation Phase of the AWMP. CONTRACTOR will prepare workshop materials, including an agenda, and meeting minutes following the workshop.

Workshop objectives:

1. identify AWMP Core Team members for the CONTRACTOR, CITY, and Construction Management Team
2. establish/confirm Key Performance Indicators and Risk Triggers
3. present program communication and administration tools

### **Task 2.1.2 - Progress Meetings**

CONTRACTOR will conduct and attend the following regular meetings to discuss progress, current status, and planned activities with DOU staff for the duration of the AWMP:

#### **2.1.2.1. Project Update Meetings**

CONTRACTOR will hold bi-weekly project update meetings for the AWMP Core Team. The CONTRACTOR's Project Manager or Deputy Project Manager will prepare for and lead these meetings. The meetings will consist of updates on project progress, action items for the coming week, task assignments, and any issues that may impact schedule and budget.

Up to twenty-six (26) 1-hr. meetings per year have been estimated under this task. An allowance of up to eighteen (18) hours is allocated to this task to provide progress updates, as needed, for issues related to environmental support.

#### **2.1.2.2. Accelerated Meter Program Status Meetings**

CONTRACTOR will conduct monthly progress meetings to include the AWMP Core Team, DOU key staff associated with the AWMP (such as the Construction Project Managers and Lead Inspectors), and other stakeholders, as appropriate. The primary focus of this meeting is to discuss engineering and construction issues, identify opportunities to improve standard practices, and promote consistency in executing the task orders. CONTRACTOR will prepare a meeting agenda, meeting materials, and meeting minutes.

Up to twelve (12) 1-hr. meetings per year have been estimated under this task.

#### **2.1.2.3. DOU Management Meetings**

CONTRACTOR's Project Manager or Deputy Project Manager will attend monthly progress meetings for the Accelerated Meter Program to communicate the AWMP progress to CITY stakeholders.

### **Task 2.1.3 - Project Monitoring and Reporting**

CONTRACTOR will monitor project schedule and budget and prepare monthly progress reports on the status of the CONTRACTOR'S scope of work for the AWMP. CONTRACTOR will submit progress reports with the monthly billing statements.

Items covered under this task include, but are not limited to:

1. Scope, budget, and schedule management
2. Interface with the Project Controls System
3. Management and coordination of CONTRACTOR resources and staffing
4. Management and coordination of subconsultants
5. Monthly invoicing and schedule updates
6. Monthly progress report preparation

#### ***Task 2.1 Deliverables***

- Project Kick-off Meeting, agenda, meeting materials, and meeting minutes.
- Project Update Meetings (up to 26 bi-weekly)
- AWMP Status Meetings (up to 12 monthly)
- DOU Management Meetings (up to 12 monthly)
- Monthly Invoices and Progress Reports

### **TASK 2.2 Program Controls**

CONTRACTOR will provide overall program management, administration, and controls for the projects issued by DOU prior to implementation of the MATOC procurement approach recommended within the Program Plan. CONTRACTOR assumes up to five work packages representing approximately 10,200 meter installations will be developed by DOU and procurement of construction contractors will be performed by DOU using the traditional design-bid-build approach. CONTRACTOR will include these work packages in the overall project controls tracking and monitoring tools.

For the duration of Phase 2, the CONTRACTOR estimates there will be approximately 20 to 25 separate construction task order contracts. The CONTRACTOR assumes up to eight (8) work packages representing approximately 13,800 meter installations will be developed by the CONTRACTOR and DOU, and included with the request for proposals under the MATOC procurement approach. CONTRACTOR will include these work packages in the overall project controls tracking and monitoring tools.

For a successful AWMP, these efforts must be closely managed and monitored to meet the AWMP goals and objectives while meeting targets for schedule, budget, and quality. The subtasks below describe the major activity areas for management, monitoring, and project controls for the AWMP.

### **Task 2.2.1 - Program Monitoring and Reporting**

Using the Project Management Information System (PMIS) initially developed in Phase 1, and in accordance with the Project Controls Plan, CONTRACTOR will monitor and report on the status of the AWMP. CONTRACTOR will monitor the scope, budget, schedule, and risks for both the AWMP as a whole as well as for the individual projects. The status for each project and the aggregate of the projects will be measured against the AWMP targets for schedule, budget, quality, and other key performance indicators (KPIs). CONTRACTOR will coordinate with AWMP team members (including subconsultants, contractors, construction managers, City and DOU staff, etc.) to obtain status information and report on the plan for AWMP activities. Scope, budget, schedule, and risk management updates for each project will be provided to the CONTRACTOR by the Project Manager during the project planning and design phase, and by Construction Manager during the construction phase. CONTRACTOR will report on the AWMP status as part of bi-weekly progress meetings and monthly status reports.

### **Task 2.2.2 - Scope Management**

CONTRACTOR will provide overall management and administration of the program scope over the duration of the AWMP. This includes assistance with development of the overall AWMP scope as a rollup of individual project scopes, management of project scope changes in the context of the overall program, and monitoring of progress towards the established contract scope targets (e.g. number of meters and length of pipeline replacement).

### **Task 2.2.3 - Schedule Management**

CONTRACTOR will establish the AWMP Baseline Schedule, including the schedule for each of the accelerated meter projects, and monitor the program and project schedules in relation to the baseline schedule for the duration of the AWMP. Schedules will be developed using Microsoft Project, updated at least monthly in coordination with individual meter project managers and the Construction Management Team. The schedule will be published to the PMIS, integrated with the public outreach tools and with other reports. CONTRACTOR will perform regular reviews of AWMP activities and schedule, and compare progress of critical path activities to the AWMP schedule. CONTRACTOR will discuss schedule and critical path activities with the CITY at progress meetings and provide monthly schedule updates as part of the Program Monitoring and Reporting task.

### **Task 2.2.4 - Budget Management**

CONTRACTOR will develop the AWMP Baseline Budget, including the budget for each of the accelerated meter projects, and monitor the financial performance of the AWMP in relation to the baseline budget for the duration of the AWMP. Monthly earned value analyses will be performed using the information from construction manager and contractor status reports, construction progress payments and schedule updates, and City internal costs, to compare current financial performance against the baseline budget and schedule. CONTRACTOR will discuss financial performance with the CITY at the progress meetings and provide monthly budget updates with cash flow projections as part of the Program Monitoring and Reporting task.

CONTRACTOR will support the review, processing, and approval procedures for progress pay estimates submitted monthly by construction contractors for each of the meter projects,

following review and processing by the Construction Management Team. CONTRACTOR will coordinate with construction inspectors, field support staff, project managers, and engineering supervisors to support the review and approval process for progress payments. Using the PMIS, CONTRACTOR will document and monitor the progress payments for compliance with contract requirements, process and track the payment approvals, and maintain a current log of contract payments.

### **Task 2.2.5 - Risk Management**

CONTRACTOR will develop a risk register for the AWMP that identifies risks that could impact the ability to meet the established AWMP goals and objectives. A risk management workshop will be held with the CITY to review the draft risk register, assign weights and priorities, and identify risk management strategies for the AWMP. According to the standards established in the Project Controls Plan, CONTRACTOR will update and manage the risk register for the duration of the AWMP. CONTRACTOR will review the risk register with the CITY on at least a monthly basis and provide updates for reporting purposes as part of the Program Monitoring and Reporting task.

### **Task 2.2.6 - Document Management**

Based on the standards contained in the Project Controls Plan, CONTRACTOR will establish and follow a formal document management approach for the AWMP, including use of standard file structures, document naming conventions, and forms/templates for meeting agendas, minutes, and monthly progress reports. CONTRACTOR will utilize the PMIS, established under the Project Management Information System task to support these document management standards, enforce compliance by all AWMP team members, and provide that program information is appropriately documented.

### **Task 2.2.7 - Program Communications**

CONTRACTOR will support timely and effective communications of the AWMP to internal DOU and CITY stakeholders as identified in the Project Controls Plan. External AWMP communications to DOU customers, the general public, partner agencies, and other non-CITY stakeholders, will be provided as documented in the Communications Plan and detailed in the Public Outreach task. Under this task, CONTRACTOR will assist in preparing materials (agendas, presentations, etc.) and attend internal CITY and DOU meetings (not included as regular progress meetings in Task 2.1) to communicate the progress and planned activities of the AWMP. Up to four (4) meetings per year have been assumed under this task.

### **Task 2.2.8 - Project Management Information System (PMIS)**

CONTRACTOR will continue the development, management, and support of the Project Management Information System (PMIS) initially developed under Phase 1. The PMIS will be used as the primary information system to support all of the Program Support tasks. PMIS tasks for Phase 2 will include:

- Conduct up to three (3) design workshops with DOU staff to confirm and refine the PMIS configuration to support all DOU CIP projects as a replacement for the PM Database. Results of the design workshops will be documented in a PMIS requirements specification.

- Implement changes and enhancements to the PMIS as needed to support all DOU CIP Projects as to be determined in the PMIS design workshops, within agreed upon schedule and budget constraints for this task.
- Implement additional PMIS functionality to support the AWMP procurement, construction management, and project closeout phases. Construction management functionality will be further defined in the PMIS design workshops and is anticipated to include forms and workflows to support documentation of submittals, RFIs, change orders, and daily inspection reports.
- Assist DOU in migrating the PMIS from CONTRACTOR to DOU software environment and servers, if required, with a specific timeline and configuration to be determined in the PMIS design workshops.
- Provide PMIS user management, site security, and technical support for duration of the AWMP
- CONTRACTOR will coordinate with Construction Management Team to confirm that all contract commitments have been met and that DOU closeout procedures have been followed.
- CONTRACTOR will maintain a current log of local business enterprise (LBE) or applicable goals and performance for each contract, and assist in approvals and discrepancy investigations of LBE-related requirements.

### ***Task 2.2 Deliverables***

- Program progress reports (monthly, up to 12)
- Project scopes and scope change updates (monthly, up to 12)
- Baseline schedule and schedule updates (monthly, up to 12)
- Baseline budget, cash flow projections, and earned value reports (monthly, up to 12)
- Risk register and risk management updates (monthly, up to 12)
- Document management standards
- Program communications meetings, agenda, materials, and minutes (up to 4 meetings)
- PMIS functionality enhancements requirements specification (as to be determined during PMIS design workshops), software licensing, site management, and technical support
- Progress pay estimate logs
- Contract closeout logs
- Labor compliance logs

### ***Task 2.2 Assumptions***

- The CITY has established a Change Order Management Committee and developed the change order submittal, review, and approval process prior to CONTRACTOR implementing the change order administration process.

## **TASK 2.3 Business Systems Integration Support**

CONTRACTOR will provide implementation support for the development, integration, and associated improvements for CITY business systems that were started in Phase 1 and detailed in the Business Systems Integration Plan. The purpose of the business system improvements is to support the Phase 2 AWMP implementation with efficient integration of data and systems. Specific implementation support items to be provided by CONTRACTOR under the Phase 2 AWMP include the following tasks.

### **Task 2.3.1 - GIS Integration**

CONTRACTOR will provide Geographic Information System (GIS) development and integration support for the AWMP in accordance with the following items:

- Conduct up to three (3) GIS integration meetings with DOU staff to review detailed design specifications, develop and review implementation tasks, and assign implementation responsibilities for ArcGIS database upgrades, ArcGIS Online implementation, and AppStudio development.
- Refine design specifications and implement the Local Government Information Model (LGIM)-based geodatabase structure for water meter, service connection, and pipeline-related assets, as detailed in the AWMP Phase 1 business systems integration plan, including feature classes, attributes, domains, and geometric network.
- Support GIS data additions, editing, and updates as part of accelerated meter project scoping, planning, design, construction, and closeout phases for up to ten (10) projects during the first year of AWMP Phase 2 implementation.
- Review GIS-MTD (meter tracking database) data integration plan and assist with detailed design and programming changes required to support the new LGIM-based GIS data structures and MTD process improvements with respect to the Customer Information System (CIS) and billing data.
- Assist in processing monthly updates to GIS meter-related data based on construction contractor submittal of meter source documents for up to ten (10) projects during the first year of AWMP Phase 2 implementation.
- Assist in configuring web-based GIS using ESRI ArcGIS Online with appropriate spatial data, user access, and data security, to support the CITY'S public outreach program. Update web-based GIS data on at least a monthly basis during the first year of AWMP Phase 2 implementation.
- Design, develop, and maintain a mobile GIS-based App for use on Apple iOS and Google Android devices to support public outreach and communications regarding the AWMP project status and upcoming activities on a street and parcel-basis. The AWMP App is expected to be developed using ESRI ArcGIS Online and AppStudio, and posted for download from Apple and Google App Stores. CONTRACTOR will also provide technical documentation and knowledge transfer to the CITY on the mobile GIS app.

### **Task 2.3.2 - CMMS Integration**

CONTRACTOR will provide Computerized Maintenance Management System (CMMS) development and integration support for the AWMP in accordance with the following items:

- Refine design specifications and implement changes to the data structures for water meter, service connection, and pipeline-related assets to be integrated into the CMMS as detailed in the AWMP Phase 1 business systems integration plan.
- Assist with implementing process improvements and changes to CMMS work order processing for water meter, service connection, and pipeline installation during accelerated meter project construction.
- Support enhanced integration and data flows between GIS and CMMS with technical troubleshooting, programming adjustments, and data quality reviews to confirm efficient collection of meter-related asset and maintenance data during the first year of AWMP Phase 2 implementation.

### **Task 2.3.3 - CIS/MTD/AMI Integration**

CONTRACTOR will provide Customer Information System (CIS), Meter Tracking Database (MTD), and Automated Metering Infrastructure (AMI) development and integration support for the AWMP in accordance with the following items:

- Conduct up to two (2) integration meetings with DOU staff to develop detailed design specifications, develop and review implementation tasks, and assign implementation responsibilities for changes and improvements to CIS, MTD, and AMI applications and data structures.
- Refine design specifications and implement changes to the data structures for customer billing data to be integrated into utility billing/CIS and linked with GIS.
- Refine design specifications and assist with changes to the Meter Tracking Database (MTD) programming and data structures for meter data import, quality control, and upload to CIS, CMMS, and GIS, as to be determined in design specifications.
- Support process for data collection and quality checking of AMI endpoints, connections, and meter billing within the 90-day requirement from construction contractor monthly progress payment submittals.

### **Task 2.3.4 - FIS/ERP Integration**

CONTRACTOR will provide ECAPS Financial Information System (FIS) and ERP (Enterprise Resource Planning (ERP) integration support for the AWMP in accordance with the following items:

- Conduct one (1) integration meetings with DOU staff to develop detailed design specifications, develop and review implementation tasks, and assign implementation responsibilities for integration of ECAPS financial data into PMIS project data.
- Refine design specifications and implement data integration for automated downloads of summary capital project financial data from ECAPS to PMIS for monitoring and reporting of project budgets and current financial performance.
- Support process for project financial data updates from ECAPS to PMIS with data quality control, troubleshooting, and technical support.

### **Task 2.3 Deliverables**

- Meter-related GIS data structure and integration documentation

- Web-based GIS design, implementation, and integration documentation
- Mobile GIS app design, implementation, and documentation
- CMMS process integration design and meter-related data structure improvements
- CIS/AMI/MTD process integration documentation
- MTD data structure and integration documentation
- FIS/ERP financial data download and PMIS project data integration improvements
- Meeting, agenda, meeting materials, and meeting minutes for up to six (6) business systems integration meetings (estimated 3-GIS, 2-CIS/MTD, and 1-FIS)

## **TASK 2.4 Public Outreach**

The AWMP is not only a significant undertaking for the Department of Utilities (DOU), it is also a highly-visible and somewhat disruptive program throughout the City of Sacramento (CITY) that impacts customers, residents, community leaders, elected officials, other service providers, regulatory authorities, funding partners, and the construction community. Clear, timely, and informative communications are instrumental to encouraging trust and collaboration for the successful completion of this Program. During Phase 1, public outreach best practices and stakeholder insights were gathered, outreach materials were developed and tested with CITY residents, and a Public Outreach and Communications Plan was developed. Phase 2 tasks include the implementation of the recommendations of the Public Outreach and Communications Plan.

All public outreach scope items include coordination with the AWMP Construction Management Team, inspectors, construction contractors and DOU staff to ensure messages are fresh and accurate and materials are distributed as contractually required.

### **Task 2.4.1 - Resident/Landowner Communication**

The CONTRACTOR's Outreach Team will develop and manage the resident/property owner notification schedule in advance of construction. CONTRACTOR will provide construction contractors with the instructions for requesting the prepared materials; construction contractors will be responsible for obtaining printed materials from the print storage house and distributing them to impacted properties. Notifications will include the items as detailed under Task 2.4.2 including mailed letter(s), postcard, door hanger(s) and/or a large sticky note.

This task includes significant support for information sharing with residents at neighborhood and community association meetings. CONTRACTOR will provide copywriting and graphic design services for bulk-printed meeting notification postcards; includes printing for each resident up to two (2) postcards per project area. CITY will be responsible for addressing, labeling (address label and meeting date/time/location label), mailing and postage. CONTRACTOR will update one (1) presentation PowerPoint deck template, resident handouts and other project briefing documents to use at the project area open houses. In coordination with the Construction Management Team and construction contractors, CONTRACTOR will update the PowerPoint deck to specifically apply to the project area, facilitate up to 15 total in the first year of Phase 2; this assumes one open house per project area and allows for a second in some areas should it be necessary. CONTRACTOR will prepare one (1) meeting summary document for each project area open house. The information prepared and presented will also be shared with City Council

offices. CONTRACTOR will further complement this information by hosting one (1) online digital community meeting in the first year of Phase 2. This live, online meetings can be held with more efficiency and expert personnel can provide answers to questions in real time. The meeting will be recorded and uploaded for future resident use.

This task includes coordination with the AWMP Construction Management Team, inspectors, construction contractors, and DOU staff to ensure messages are fresh and accurate and materials are distributed as contractually required. Additionally, this task includes attendance at select community events, and in-field communication, as necessary.

#### ***Task 2.4.1 Assumptions***

- Construction contractors will pick-up/request outreach materials and hand deliver materials to residents
- DOU/Construction Management Team staff will provide details on areas receiving 1-3 day posted construction notices for CONTRACTOR to spot check; also assumes Construction Management Team is not already doing this
- DOU staff will schedule neighborhood meetings with City Council offices, prepare meeting notification mailing list, secure meeting location site and cover meeting site facility rental fees, also including chair/table rentals if needed.
- DOU staff will address, mail and affix postage, address labels and meeting date/time/location label to the CONTRACTOR-designed and bulk printed meeting notification postcards
- DOU will provide renter/non-resident property owner data
- DOU and Construction Management Team will participate in, and present at, the in-person and online community meetings/open houses

#### ***Task 2.4.1 Deliverables***

- Notification to construction contractors on how to request outreach materials from fulfillment house
- Attendance at up to 15 community meeting/neighborhood open houses per year, which includes at least one (1) per project area. Remaining meetings could be used as necessary for additional meetings in specific project areas. Includes one (1) meeting summary per meeting.
- Online, digital community meetings coordinated and conducted 1 time during the first 12 months of Phase 2
- One-time print production in bulk of 55,000 postcards for public open house notifications (accounts for up to two (2) mailings at 25,000 doors each, plus 10% overage of 5,000 units)

#### **Task 2.4.2 - Outreach Materials & Production**

This task includes copywriting and key message development, graphic design services, print production, materials distribution management, mailed notice planning and oversight, and the adaptation of materials for use in digital form.

The resident/property owner notifications to be produced will include the following: one (1) mailed letter announcing construction one month before commencement (including a Frequently Asked Question (FAQ) document to complement the letter), one (1) mailed letter outlining sidewalk vs. yard option (including FAQ), one (1) oversized postcard to be distributed two weeks before construction, one (1) door hanger hung three days before construction, and one (1) large sticky note or a second door hanger to be distributed one day before construction.

CONTRACTOR will also notify area businesses of key construction in their area via one (1) USPS mailed letter. Businesses will be directed to use the Meters Matter website to keep themselves apprised of area construction. CONTRACTOR will also coordinate with Property and Business Improvement Districts (PBIDs) representing the businesses in the project area.

Additional materials include meter orientation materials, branded vehicle magnets for construction crew vehicles, branding for A-frame construction sidewalk signs, biannual utility bill inserts, hardhat stickers, template for ID badges, additional neighborhood signs as well as digital ads and other content pieces for highlighting the project via the web or social media.

CONTRACTOR will develop and provide materials to the City Council offices for distribution through their established communication channels (i.e. monthly newsletters, Facebook, Councilmembers' district websites). The details included in the materials will be the same as the direct outreach materials. CONTRACTOR will also develop customized electronic updates for use by City Council offices. The related project tasks included are described in the electronic communication section below.

CONTRACTOR will also develop program "badges" that can be shared via social media by residents and stakeholders alike. These "badges" are pre-developed square graphics that are meant to share important information in a way that is concise and controlled. A variety of badges can be pre-developed and provided on the program website and would be shareable via social media with content such as: "Water Meter Work is Taking Place in Our Area – visit [www.MetersMatter.com](http://www.MetersMatter.com) for more information," or "Meters Matter is a project of the City of Sacramento, Department of Utilities – for information on water meter work that may be taking place in the area call 916.808.5870 or visit [www.MetersMatter.com](http://www.MetersMatter.com).

CONTRACTOR will also apply the project brand to a public outreach booth kit consisting of 1) a 10x10 pop-up tent, 2) a branded tablecloth and 3) a portable roll-up screen. The program booth display pieces can be used by DOU at public events that are held district-to-district to further communicate correct and up-to-date information about water meter and water main installations throughout the CITY. Additional roll-up screens (same design) will also be developed (to a max of 3 units total) for use at City Hall and at the DOU office.

#### ***Task 2.4.2 Assumptions***

- Assumes up to two (2) rounds of DOU edits on production materials
- DOU will provide renter/landlord property mailing data in Excel for notice dissemination
- DOU will provide business mailing data in Excel for notice dissemination
- Assumes it is the construction contractors' responsibility to either pick up or request materials to be sent to them for distribution

- Assumes construction contractors will complete all hand-delivered distributions
- Assumes DOU will provide ID badge template to construction contractors

**Task 2.4.2 Deliverables**

- Design and copywriting for Meters Matter residential outreach materials noted below
- One-time print production of 27,500 units (25,000 'doors' and 10% overage accounted for) of each of the following, specific timing will be determined in partnership with DOU to meet construction schedule needs:
  - 1 standard postcard
  - 1 mailed letter including an FAQ sheet in first letter
  - 1 mailed letter outlining sidewalk vs. yard option also with FAQ included
  - 1 oversized postcard
  - 1 door hanger
  - 1 large sticky note or a second door hanger
- One-time print production of 10,000 units of the following for “re-notification” needs:
  - 1 mailed letter including an FAQ sheet in first letter
  - 1 mailed letter outlining sidewalk vs. yard option also with FAQ included
  - 1 oversized postcard
  - 1 door hanger
  - 1 large sticky note or a second door hanger
- Design and print production of up to 500 business notifications in the form of a letter
- Design and copywriting for up to four (4) social media “badges”
- Design and production of a booth kit (1 pop-up, 1 tablecloth, 3 roll-up screens (same design on all screens))
- Design and production of A-frame signage attachments (250 units) and hard hat stickers (250 units)
- Design and production of digital ads
- Design of ID badge template
- Modification of materials for City Council offices for distribution through their established communication channels (up to 12 pieces during the first year of Phase 2)

**Task 2.4.3 - Media Outreach & Management**

This task includes management of both traditional and social media needs throughout the AWMP; includes close coordination of all activities with the DOU. CONTRACTOR will develop a media plan and media kit. The media kit will be updated twice annually during the first 12 months of Phase 2. CONTRACTOR will develop and present one (1) media training during the

first 12 months of Phase 2 to AWMP staff and construction contractors to ensure all parties understand roles and responsibilities as it relates to media.

CONTRACTOR will develop a paid advertising plan which could include: traffic segment sponsorships, digital ads on SacBee.com, printed advertising in neighborhood publications, geo-targeted digital ads, etc.

CONTRACTOR will monitor digital and traditional advertising and provide DOU with annual impression reports.

***Task 2.4.3 Assumptions***

- Dedicated paid advertising budget as part of this one-year scope of work (allocated budget is up to \$100,600)
- Paid ads will mention project website and for more information
- Assumes up to two rounds of DOU edits on advertising purchase plans and advertising content

***Task 2.4.3 Deliverables***

- Development of a media kit twice annually for the Meters Matter program including a press release, FAQ sheet, background and key project statistics
- Plan and conduct one (1) media training during the first 12 months of the Phase 1 contract period
- Development of an earned media strategy plan to garner proactive project coverage
- Develop paid advertising plan, including negotiated ad rates
- Design, development and trafficking of all paid advertising units to media outlets
- Report on paid advertising program annually, including media impressions

**Task 2.4.4 - Electronic Communications**

Updated AWMP webpages that are easy to find, easy to navigate and easy to understand is the cornerstone of the Public Outreach Program. The new cohesive Meters Matter branding for the project, coupled with the inclusion of the Meters Matter website URL on all outreach materials, will further drive more residents and stakeholders to the CITY's site in search of quick and easily located project details. This task area includes the CONTRACTOR identifying priority information for the landing page ranging from the "map my property" option to see what/when construction is happening around a specific neighborhood, to changing the hierarchy of information on the current landing page to ensure vital project FAQ's and information about the Utility Rate Assistance Program (URAP) are easy to find.

CONTRACTOR will also participate in website content management software training in order to maintain the program-specific webpages on the DOU website once updated by DOU IT; training is to be provided by DOU IT staff. In doing so, CONTRACTOR assumes it will be able to regularly update the Program-specific webpages. As necessary, CONTRACTOR will coordinate with IT staff to update the AWMP-specific webpages for the duration of the AWMP.

The website will focus on easy viewing/searching and will include the most essential AWMP information such as color-coded, interactive maps to indicate timing and progress, easily accessible contact information, frequently asked questions, what to expect during construction and online versions of all materials developed throughout the program.

A standalone URL will be secured and used on all outreach materials. In order to comply with CITY/DOU protocols, the standalone URL will serve as a jump page to the DOU website and automatically direct visitors to the dedicated meter page on the DOU website. The domain name will include the following suffixes: .com, .org, .net, and .info.

Search engine optimization and clear, concise information will be important to ensure residents quickly find the information needed. The sign-up feature on the CITY's gov delivery system will be added to the website.

In addition to a dedicated website, a mobile application (app) will also be developed. The app will serve as a streamlined version of the project website. The app can include information that is specific to those within the project areas, as well as those that are not. For example, the app could include a map that highlights traffic impacts for those traveling to or through the CITY. The app will also include conservation tips and information on how to read metered bills. This task includes uploading the app to iPhone and Droid app stores.

This task also includes the development of DOU's monthly electronic newsletter, to be distributed to DOU's existing database through the gov delivery system.

Contractor will update the existing "How Water Meters Are Installed" video to include Meters Matter branding and backyard installations. The video will also be housed on the project website, as well as the app. Video will also be provided to City Council offices for their use and distribution.

Following one-on-one meetings with nearly all the City Council offices, it is clear that each district would benefit from digital content for use on their own social media platforms, as well as on their district webpages. The initial recommendation from the CONTRACTOR' Outreach Team is to develop a set of standing program impact quick facts and contact information details that can be inserted in a newsletter or shared via social media. These can be designed as small "tile" ads that are easily used across platforms. The CONTRACTOR will also supply City Council offices with district-focused AWMP updates to be shared with district residents as available.

In coordination with DOU Public Information Officer (PIO), CONTRACTOR will respond to residents' AWMP-related direct messages on DOU's existing Facebook, Twitter and Nextdoor accounts; the accounts will be checked once per regular business day. Once per week, CONTRACTOR will post AWMP-related information to DOU's existing Facebook, Twitter and Nextdoor accounts.

All materials to be developed in the meter orientation task will also be housed on the website.

#### ***Task 2.4.4 Assumptions***

- DOU-IT/Citywide-IT/Web Team staff will be available to provide webpage support and programming, as necessary

- All programming and layout for enhanced, dedicated project-specific webpages on DOU's existing website to be provided by DOU-IT/Citywide-IT/Web Team staff, as appropriate
- Successful app development is based on availability and accessibility of project data and the ability to format data into a consumer user-friendly app
- Assumes up to two rounds of DOU edits on website copywriting and updated website content
- Assistance will be provided by DOU for the implementation of the gov delivery system sign-up feature into the website
- Assumes DOU provides raw video files to CONTRACTOR in order to update the "How Water Meters Are Installed" video; assumes participation from DOU staff
- Assumes DOU will handle social media monitoring and engagement on key platforms like Facebook, Twitter and Nextdoor internally
- DOU will provide login information and standards for engaging with social media users for program-related on Facebook, Twitter and Nextdoor. Assumes that DOU will maintain responsibility for general DOU postings and response, outside of the AWMP. DOU will continue to maintain social media accounts with non-AWMP information.

#### ***Task 2.4.4 Deliverables***

- Provide landing page content hierarchy recommendations to DOU-IT
- Participation in website content management software training, to be provided by DOU
- Written project website strategic site map and page and sub-page recommendations
- Development of copywriting for Program-specific webpages, to be reviewed at least twice monthly and updated at those times
- Basic webpage layout through the duration of the AWMP, ongoing coordination with DOU for assistance in programming
- Purchase of dedicated URL to serve as jump page for project website
- Link CITY's existing gov delivery system for resident opt-in to be provided more, ongoing information like the monthly e-newsletter
- Oversee design and development of one (1) app (programming to be done using GIS-based software)
- Design and copywriting for DOU's monthly electronic newsletter
- Data points and copywriting for a set of program quick facts to share with City Council Offices
- Design and copywriting for "tile" ads for City Council offices
- 12 Council District-focused AWMP updates annually

- Slight updates to "How Water Meters Are Installed" video to include Meters Matter banding and still photos and voiceover updates related to backyard meter installations
- Once per regular business day, check and respond to customer inquiries on Facebook, Twitter, and Nextdoor that are specifically related to the AWMP
- Weekly posting of relevant AWMP to Facebook, Twitter and Nextdoor on behalf of DOU

### **Task 2.4.5 - Issues Response Plan**

Given the size and impact of the AWMP, it is critical that key team members involved in the AWMP (DOU staff, CONTRACTOR, Construction Management Team, and contractors) are prepared to quickly mobilize to address critical communication issues as they arise. While every precaution will be taken to limit these negative issues or hazardous situations, preparation should happen in advance of any crisis so that if one does occur, DOU Staff and other AWMP team members are able to quickly and accurately respond and support the residents and stakeholders impacted.

CONTRACTOR will meet with DOU to discuss top three possible emergency communication situations and the CITY's current process and protocol for responding to same or similar type crisis whether based on past experience of current policies.

The proactive aspects of this task will include development of a crisis communications plan including template informational materials for impacted residents and the media. The plan will include prescriptive actions to ensure a timely and transparent response to any project emergency. The plan will include functions and descriptions of the crisis response roles that would need to be fulfilled in the event of an emergency. The roles will take into account resources from the CONTRACTOR and expertise and spokesperson needs from DOU and the CITY.

The reactive, hands-on work to support any actual project crisis response efforts is "on call" and therefore may go unused during the duration of the project if a crisis does not occur.

#### ***Task 2.4.5 Assumptions***

- CONTRACTOR will need access to DOU's current policies/plans for crisis response in order to integrate those into the Meters Matter crisis plan

#### ***Task 2.4.5 Deliverables***

- One (1) In-person meeting with DOU/public information officer to discuss past experience on crisis matter(s) and identification of spokesperson
- Development of a crisis communication plan
- One (1) DOU meeting to review recommended plan
- Template crisis communication outreach materials

### **Task 2.4.6 - Meter Orientation Program**

CONTRACTOR will develop orientation packets, which will include up to four (4) printed outreach materials highlighting meter features and instructions, frequently asked questions, etc. CONTRACTOR will provide copywriting, graphic design services, and printing and assembly management. Includes coordination with DOU conservation staff and other pertinent staff members to obtain their already produced materials, as required. The meter orientation packets will be distributed after the completion of the primary construction; packets will be distributed by the Construction Management Team.

A related component of this task will be the clear and consistent outreach to landlords regarding meter onboarding in particular. Since landlords typically pay the water, sewer and garbage bill, any increase in previously fixed bills will have an immediate impact on landlords. Conversely, if a renter never sees the metered water bill, including water usage data, they may be less likely to shift to a mindset of long-term water consumption reduction. We aim to orient these residents and their landlords in a way that is beneficial to both.

#### ***Task 2.4.6 Assumptions***

- Assumes it is the Construction Management Team's responsibility to either pick-up or request orientation packets to be sent to them for distribution
- Construction Management Team will distribute orientation packets to residents
- Construction Management Team will provide CONTRACTOR with weekly photos of construction activity
- Printed URAP and conservation materials to be developed and provided by DOU for inclusion in orientation packets

#### ***Task 2.4.6 Deliverables***

- Provide copywriting, graphic design services, and printing and assembly management for up to four (4) pieces of printed outreach materials for the meter orientation packet

### **Task 2.4.7 - Meter Information Line Support Services**

Under this task, CONTRACTOR will serve as the primary contact responsible for managing the AWMP's communication channels, which include the existing information phone line and project-specific email correspondence. CONTRACTOR will coordinate directly with a CITY-identified primary point of contact for public outreach during construction using procedures developed during Phase 1 for providing timely and appropriate information to customers. CONTRACTOR will also coordinate with the Construction Management Team, inspectors and construction contractors, as needed.

The following activities are included within this task:

1. Provide ongoing customer service and project-related information training to information phone line staff
2. Review voicemails from CITY's existing meter program information line on a regular basis; daily at minimum

3. Enter call information into a tracking database
4. Research answers to customers' inquiries, which includes close coordination with CITY's primary point of contact for public outreach during construction.
5. Within one (1) business day, provide voicemail details to CITY staff or inspectors when it is appropriate for staff/inspectors to directly return calls or, within one (1) business day calls will be returned by CONTRACTOR
6. Provide updates of call information such as call volume and trending issues
7. Update and maintain a frequently asked questions and answer document to serve as a response template for the most commonly asked questions, maximizing efficiency and minimizing redundancy
8. Periodically evaluate the existing structure and determine how it can be more efficiently managed and more user-friendly
9. Arrange backup coverage when the primary information line monitor is unavailable

***Task 2.4.7 Assumptions***

- Use of the CITY's existing phone line infrastructure
- Use of the CITY's existing meter email infrastructure
- One primary point of contact within DOU, backup support identified should it be necessary
- Direct access to inspectors so information can be conveyed as efficiently as possible

***Task 2.4.7 Deliverables***

- Information line management the first 12 months of Phase 2 contract period
- Updated Meter Information line tracking database
- Updated Frequently Asked Questions and Answers document

**Task 2.4.8 - Documents and Templates**

The following activities are included within this task:

1. Develop a library of templates for digital and print communication materials.
2. Prepare monthly AWMP Progress reports for distribution to internal and external stakeholders.
3. Develop materials representing the AWMP activities and status to support the Public Outreach Task.

**Task 2.4.9 - [optional] Issues Response Plan Implementation**

This task will only be used if authorized by DOU. Task includes efforts associated with communication assistance in responding to critical or emergency issues. Time will be billed by the hour and only direct costs actually expended will be billed.

### **Task 2.4.10 - [optional] Paid TV Sponsorship**

To further complement the overall paid advertising for the program in section 2.4.3, CONTRACTOR recommends negotiating a paid sponsorship (up to \$50,000) with one of the major TV news outlets to 1) produce and convey tips on water efficiency, and 2) provide traffic alerts when major thoroughfare traffic will be disrupted due to water meter or water main installations. For example, KCRA-TV/NBC meteorologist Eileen Javora could be secured to convey video tips on how/when to use less water in/around the home. The paid weather-focused sponsorship could also go a step further and when rain is forecast, residents could be reminded on air to turn off their sprinklers to curb water waste. Traffic segment sponsorships are also a natural fit with the AWMP as well because residents will benefit from a heads up when water meter or water main replacements will cause road closures or significant traffic rerouting.

This task will only be used if authorized by DOU. Time will be billed by the hour and only direct costs actually expended will be billed.

### **TASK 2.5 Engineering Support Services**

CONTRACTOR will provide engineering support services for the planning, design, and procurement of meter installation work packages. For the purposes of this Scope of Services, during the first year of the AWMP through June 2017, it is assumed that CONTRACTOR will provide project management, planning and design support, and other ancillary engineering support services for four (4) work packages representing approximately 9,675 meter installations and 4.3 miles of water main replacement to be procured under the first round of the Multiple Award Task Order Contracting (MATOC) process. CONTRACTOR will also initiate the planning and design support for up to four (4) work packages representing approximately 4,600 meter installations and 3.7 miles of water main replacement to be procured under MATOC during the following year. CONTRACTOR assumes that DOU will prepare an additional four (4) work packages to be issued under the first round of the MATOC procurement process (approximately 4,200 meter installations with associated water main replacements) and three (3) work packages (approximately 2,800 meter installations with associated water main replacements) for the next MATOC round in the following year.

CONTRACTOR will support the development of the work packages to be included in the Request for Proposal step under the MATOC procurement process as identified in the AWMP Phase 1 Procurement Plan. Planning and design development for the remaining packages will be sequenced assuming CITY Council awards task order contracts two to four times a year for the duration of the AWMP. If the conventional Design-Bid-Build project delivery method is used for any of the work packages, CONTRACTOR assumes that it will include the same engineering support services as described in these tasks.

Specialty engineering support services such as topographical survey mapping, utility marking, and utility test-pitting, will be provided by CONTRACTOR for work packages designed by CONTRACTOR. CONTRACTOR will work jointly with CITY to prepare design documents and procurement packages for the meter installation and water pipeline replacement projects for the AWMP.

CONTRACTOR assumes the level of design may vary based on meter installation types. CONTRACTOR will use existing CITY standards, specifications, and details in addition to

design information from previous meter retrofit projects. Each work package may include a variety of the following project types:

- **Frontyard Meter Retrofit (FYR) Projects.** CONTRACTOR assumes meter installation design will consist of location mapping and CITY design standards (details, specifications, etc).
- **Backyard Meter Retrofit (BYR) Projects.** CONTRACTOR assumes meter installation design will consist of location mapping, CITY design standards, and may include specialty site plans, as needed, to address limited space, obstructions by trees and fences.
- **Water Pipeline Replacement and New Meter Service (PR) Projects.** CONTRACTOR assumes pipeline replacement and meter installation design will consist of location mapping, CITY design standards, design drawings, and abandonment details. The design drawings will be two-dimensional plan views only, with the exception of complex locations where vertical profiles are required. CONTRACTOR assumes that no more than 500 linear feet of pipeline alignment will require profile design per work package.
- **Common Interest Development Meter Installation (CID) Projects.** CONTRACTOR assumes meter installation design will consist of location mapping, CITY design standards, special site plans, and abandonment drawings (as needed). CONTRACTOR assumes the CITY will identify the CID meter installation configurations (master meter vs. multiple meters). It is anticipated that most CID meter locations will be laid out "in-the-field," but with CONTRACTOR review of details, as necessary. CITY will be responsible for acquiring easements and access, if required, with property owners.

### **Task 2.5.1 - Project Management**

CONTRACTOR will provide Project Management for the CONTRACTOR-assigned work packages during the planning, design, and procurement phases. CONTRACTOR will coordinate with the Project Controls support staff and utilize the PMIS to track budget, schedule, scope, and other project status items for the CONTRACTOR-assigned work packages prior to construction.

### **Task 2.5.2 - Develop Design Criteria**

CONTRACTOR to develop criteria for the backyard and frontyard meter retrofit projects to establish design clearances between on-property encroachments and meter and water service installations.

### **Task 2.5.3 - Develop Procurement Package Standard Documents**

CONTRACTOR to prepare standard documents and templates for project area maps, special provisions, cost estimating tabulation (i.e. bid tab), specifications, and other supporting documents required for assembling a procurement package.

### **Task 2.5.4 - Utility Research and Locating**

CONTRACTOR will contact local utility representatives to obtain utility maps for the project area, will collect and compile utility base maps (AutoCAD files or GIS layers), and will coordinate with the utility locating subcontractor for the utility marking services.

### **Task 2.5.5 - Survey and Mapping**

For pipeline replacement designs, CONTRACTOR will coordinate with the survey and mapping subcontractor to perform survey and mapping services for an estimated eight (8) miles of water mains. It is assumed that all replacement water main alignments requiring survey will be located along public roadways. Services include survey and mapping to produce 40-scale, D-size base maps, the location of utility surface features, collecting rim and invert elevations of manholes and storm drain drop-inlets, and the establishment of semi-permanent control for construction where CITY survey monuments are not available. Mapping shall include spot elevations on a maximum 50-ft. interval grid with elevations at top of curb and flow line of gutters along with 1-ft. vertical contours.

### **Task 2.5.6 - Potholing**

CONTRACTOR will coordinate with its potholing subcontractor to perform utility potholes and to locate existing utilities vertically (depth) and horizontally (survey coordinates or three swing ties from mapped features (e.g. center of SSMH cover). The utility size and material will also be recorded if these can be determined. Each pothole will be documented with a pothole report (form) that provides the information collected for the utility. Each pothole location will be surveyed by the CONTRACTOR's surveying subcontractor if swing ties are not recorded. The scope assumes three potholes will be conducted per street intersection for pipeline replacement. Potholes at depths of up to 10-ft. are anticipated. An allowance of \$60,000 in direct expenses is allocated for potholing.

### **Task 2.5.7 - Permitting**

CONTRACTOR will assist CITY staff with preparing permit applications and supporting documents. Based on the Phase 1 Permitting and Easement Plan, it is expected that a permit may be required from Sacramento Regional Transit District for potentially two project areas. CONTRACTOR anticipates that one permit application will be prepared to include both project areas. CONTRACTOR will attend one (1) 2-hour project review meeting with the permitting authority. CONTRACTOR assumes CITY will submit final permit applications and pay applicable application fees.

### **Task 2.5.8 - Design Submittals**

CONTRACTOR will prepare 50 and 95-percent design submittals for CITY review on all work packages that include water pipeline replacements. CITY will provide written comments to CONTRACTOR. CONTRACTOR will incorporate comments into design documents. CONTRACTOR will facilitate design review meetings with CITY staff to confirm direction and development of work packages.

The following documents are anticipated for each of these design submittals:

- 50-percent design - CONTRACTOR will submit the 50-percent design submittal to the CITY for review. Submittal will include at a minimum:
  - project location map(s), design criteria based on a standardized set of global criteria and exceptions based on package area,
  - meter service table(s) with standardized fields using a template prepared by CONTRACTOR,

- initial design drawings (if required) showing approximate alignment and minimal annotation,
- and CITY standard specifications and details.
- 95-percent design - CONTRACTOR will submit the 95-percent design submittal to the CITY for review. Submittals will include updated project location map. Design submittal will include at a minimum: updated design documents from the 50-percent submittal level, front-end standard contracts including bid form with quantities, updated estimate on work package costs, and comment response matrix to address comments from 50-percent submittal.
- Final Design Submittal - CONTRACTOR will submit the final design submittal to the CITY for issuance under MATOC. Final design submittal will be used to negotiate pricing with construction contractors for awarding task order contracts by City Council. Design submittal will include the final project location map, design criteria, meter service table, design drawings, CITY standard details and specifications, special provisions or specifications (as needed), front-end contract documents including final bid form, engineer's estimate and comment response matrix to address comments on 95-percent design submittal.

***Task 2.5.8 Deliverables***

- Project schedule, cost, risk, and status updates for up to eight (8) CONTRACTOR-assigned work packages
- Survey control report
- Pothole Reports
- Meeting agendas, minutes and materials for:
  - Up to two (2) permit coordination meetings
  - Up to two (2) sets of design submittal meetings for the 50-percent and 95-percent complete - one set of reviews for each MATOC round.
- Design submittals at 50-percent, 95-percent, and final
- Comment response matrix to address design review comments from CITY

***Task 2.5.8 Assumptions***

- CITY will provide current GIS data for parcels, customer service connection information, and existing water network.
- Program Manager from the CITY will coordinate project schedule, cost, risk, and status updates for CITY-assigned work packages directly with the Project Controls support staff
- Soil borings will not be performed based on CITY's direction. Soils near surface are expected to be suitable for trenching. Unsuitable soils and mitigation will be handled as needed during construction.
- Field survey will not be required in backyards
- Potholing to verify utility crossings and to establish the pipeline profile will be the responsibility of the construction contractor

- Survey and mapping will be based on NAD83 and NAVD88 datums
- Drawings will be prepared using AutoCAD 2014 or later version
- Specifications will be the City's standard specifications supplemented with unique bid schedules and construction sequencing and constraints requirements
- Specification document shall be prepared in MSWord 2013 format.

### **Task 2.5.9 - CID Agreement Support**

CONTRACTOR will provide support to the CITY for the planning, development, and procurement of agreements with Common Interest Developments (CID) for meter installations. This effort is expected to include the development of a tracking list of CIDs that have been isolated from previous CITY meter projects, and of CIDs that are planned for installation as part of the AWMP. Once identified, CONTRACTOR will develop and implement a plan for contacting and meeting with CID property owners to discuss the specifics of meter installations, including number of meters, service connection location, meter locations, and available easements for construction. CONTRACTOR will track these CID contacts and provide follow-up documentation to confirm the agreement for meter installations at each of the properties. The information determined during this process will be used to support DOU's engineering planning and development of meter projects for CID properties.

## **TASK 2.6 Procurement Services**

CONTRACTOR will implement a two-stage procurement process in order to first select a prequalified pool of construction contractors, and then to negotiate the execution of task order contracts based on price and non-price evaluation criteria applied during the evaluation of competitive proposals. The services described below will be executed in order to successfully negotiate all task order contracts for the first eight (8) packages under the AWMP.

### **Task 2.6.1 - Contract Review for Traditional Delivery Work Packages**

CONTRACTOR will review the contract documents currently anticipated to be issued by DOU and procured by DOU using the traditional design bid build approach. CONTRACTOR will provide comments pertaining to the special reporting and public outreach requirements and contractor supplied source documents which will be implemented for the meter retrofit installations.

### **Task 2.6.2 - Procurement Process Confirmation**

CONTRACTOR will conduct one (1) Procurement Confirmation Workshop where CITY staff, and CONTRACTOR will review the efforts, findings, and work products from Phase 1 as they relate to confirming the approach that will be used to further design and implement the procurement process. The workshop will include a discussion of topics including, but not limited to:

- Confirmation of project delivery methods to be applied to procurement process
- Confirmation of procurement approach, process, and documentation
- Discussion of procurement schedule
- Discussion of procurement implementation responsibilities by CONTRACTOR and CITY

**Task 2.6.2 Deliverables:**

- One (1) 2-hour Procurement Confirmation Workshop agenda, materials, and meeting minutes

**Task 2.6.3 - Request for Letter of Interest (LOI)**

CONTRACTOR will prepare the final request for LOI document, identify targeted distribution channels, and assist the City in issuing the request for LOI.

CONTRACTOR will support CITY in hosting an outreach event to promote construction contractor interest in the AWMP. Based on the content of the request for LOI, CONTRACTOR will prepare event materials and facilitate presentation(s) and discussions as appropriate among CITY staff and the construction contractor attendees.

**Task 2.6.3 Deliverables:**

- Final LOI document
- Construction contractor outreach event agenda and materials support
- One (1) 4-hour construction contractor outreach event

**Task 2.6.3 Assumptions:**

- City Council approves the suspension to waive competitive bidding request.

**Task 2.6.4 - Request for Qualifications**

CONTRACTOR will prepare a draft and final version of the RFQ document which will be used to establish the process for prequalifying the construction contractors that will exclusively compete for the task order contracts.. The content of the RFQ will include, but is not limited to:

- Description of the program
- Program schedule and budget
- Scope of services / general description of program packages
- Preliminary risk allocation strategy
- Contractor submittal requirements (content and process)
- Minimum qualifications requirements (as necessary)
- Evaluation criteria and selection process

CONTRACTOR will facilitate one (1) 4-hour or two (2) 2-hour RFQ review meeting(s) to review and discuss the RFQ draft and receive input from CITY.

**Task 2.6.4 Deliverables:**

- Draft and Final RFQ document
- One (1) 4-hour or two (2) 2-hour RFQ review meeting(s) (including agenda and materials preparation as needed)

### **Task 2.6.5 - Statement of Qualification (SOQ) Evaluation**

CONTRACTOR will develop and implement the process for evaluating Statement of Qualification (SOQ) submittals received in response to the efforts described in Tasks 2.6.4. CONTRACTOR will prepare supporting materials and facilitate meetings of the evaluation committee to evaluate and rank SOQ submittals in order to develop the list of prequalified construction contractors.

CONTRACTOR will review SOQ submittals to determine compliance with the provisions of the RFQ in terms of the completeness and organization of the submittals, and adherence to any minimum qualification requirements.

CONTRACTOR will prepare necessary materials and facilitate the evaluation committee's comparative evaluation of the SOQ submittals. CONTRACTOR will assist the evaluation committee in determining the relative strengths and weaknesses of the SOQ submittals in terms of relevant experience, technical qualifications, financial qualifications, and other key factors as identified in the RFQ.

CONTRACTOR will facilitate one (1) workshop attended by the evaluation committee and other CITY staff as required to discuss the findings of the SOQ submittals evaluation and develop a list of prequalified construction contractors in accordance with the process defined in the RFQ.

CONTRACTOR will prepare draft and final versions of a summary report describing the efforts and outcomes of the SOQ evaluation process.

#### ***Task 2.6.5 Deliverables:***

- One (1) 2-hour SOQ evaluation kick-off meeting (including agenda and materials preparation as needed)
- One (1) 4-hour SOQ selection workshop (including agenda and materials preparation as needed)
- Draft SOQ evaluation summary report
- Final SOQ evaluation summary report

### **Task 2.6.6 - Request for Proposals (RFP) - Initial Task Order Packages**

CONTRACTOR will prepare draft and final versions of the RFP document for CITY review and to issue to prequalified construction contractors for the initial task order packages.

As necessary, CONTRACTOR will issue additional procurement documents (e.g. bid sheets) to prequalified construction contractors based on the outcome of Task 2.6.7 in order to competitively procure and award all initial task order packages.

The content of the RFP document will include, but is not limited to:

- Description of the program
- Program schedule and budget
- Detailed scope of services
  - Initial AWMP task order package locations, components, and quantities

- Technical requirements
- Preliminary design concepts (drawings and specifications)
- Proposal forms
- Performance requirements
- Contractor submittal requirements (content and process)
- Evaluation criteria and selection process
- Draft contracting documents (with input from CITY legal staff)
  - General terms and conditions
  - Technical requirements
  - Performance requirements
  - Surety and insurance provisions
  - Actual and liquidated damage provisions
  - Termination provisions
  - Incentive provisions
  - Local Hire program provisions

CONTRACTOR will facilitate one (1) 4-hour RFP review meeting to discuss the draft RFP and receive input from CITY. CONTRACTOR will facilitate one (1) 2-hour meeting with CITY legal staff to review discuss the draft contracting documents.

CONTRACTOR will prepare materials and facilitate one (1) 2-hour pre-proposal meeting to discuss with construction contractors the RFP and the overall AWMP procurement process.

CONTRACTOR will receive and respond as necessary to inquiries from construction contractors regarding the RFP and procurement process. As necessary, CONTRACTOR will prepare and issue up to two (2) addenda to the RFP in order to correct, clarify, or expand on RFP content.

***Task 2.6.6 Deliverables:***

- Draft RFP documents including contracting documents
- Final RFP and supporting procurement documents for issuance to prequalified construction contractors as necessary to procure and award all initial package task orders
- Draft and final contracting documents (in coordination with CITY legal staff)
- One (1) 4-hour draft RFP review meeting, one (1) 2-hour draft contracting documents meeting, and one (1) 2-hour pre-proposal meeting (including agenda and materials preparation as needed)
- Responses to RFP inquiries and issuance of up to two (2) RFP addenda (as required)

**Task 2.6.7 - Proposal Evaluation - Initial Task Orders**

CONTRACTOR will conduct an initial review of proposal submittals and facilitate one (1) 2-hour kick-off meeting with CITY evaluation committee and CITY staff to define and direct the proposal evaluation process. CONTRACTOR will conduct an independent evaluation of the technical contents of proposal submittals, including, but not limited to:

- Design approach
- Construction approach
- Scheduling plan
- Safety
- Quality assurance/control
- Public interface

CONTRACTOR will conduct an independent evaluation of the pricing submittals contained in the proposals in terms of unit cost, package cost, and other pricing components as requested in the RFP to assist in determining the competitive unit pricing range for future task orders throughout implementation of the AWMP.

CONTRACTOR will facilitate one (1) 4-hour workshop attended by the evaluation committee and other CITY staff as required to discuss the findings of the evaluation committee and develop a ranking of construction contractors' proposal submittals for the award of initial task order packages (subject to the outcome of the negotiation process described under Task 2.6.8 below).

CONTRACTOR will prepare draft and final versions of a summary report that describes the proposal evaluation process and findings for the initial task order packages.

***Task 2.6.7 Deliverables:***

- One (1) 2-hour proposal evaluation kick-off meeting and one (1) 4-hour proposal evaluation findings meeting (including agenda and materials preparation as needed)
- Draft and final proposal evaluation summary report
- City Council meeting materials support (as needed)

***Task 2.6.7 Assumptions:***

- CONTRACTOR will provide services described under Task 2.6.7 for up to five (5) RFP/Proposal procurement cycles for the eight (8) initial task order packages.

**Task 2.6.8 - Contract Negotiations - Initial Task Order Contracts**

CONTRACTOR will support CITY in negotiating contracts for the initial AWMP task order contracts with construction contractors in accordance with the results of Task 2.6.7. As necessary, CONTRACTOR will work with CITY legal to develop modified language for contracting documents in response to negotiation outcomes.

CONTRACTOR will facilitate meetings attended by CITY legal and CITY staff to negotiate terms of contractor delivery of the initial task order packages.

**Task 2.6.8 Deliverables**

- Meeting agenda and summaries for contract negotiation meetings
- Modified contracting documents (supported by CITY legal staff)

**Task 2.6.8 Assumptions**

- Assumes the initial eight (8) work packages will be distributed among up to five (5) construction contractors as task order contracts.
- Assumes up to four (4) negotiation meetings with each construction contractor

**Task 2.6.9 - Authorization of Contract and Award Task Orders**

CONTRACTOR will facilitate preparation of CITY's recommendation for City Council to authorize and approve the development of a task order contract for each construction contractor selected to perform work on the initial task order packages.

CONTRACTOR will facilitate preparation of CITY's recommendation for City Council to award the initial task orders negotiated under Task 2.6.8 above.

**Task 2.6.9 Deliverables**

- City Council meeting materials, as required

**Task 2.6.10 - Construction Contractor Performance Evaluation**

CONTRACTOR will prepare a performance evaluation form for documenting performance of construction contractors during implementation of the AWMP task order packages. In coordination with oversight activities by the construction manager(s) and construction inspectors. The "report card" will document contractor-specific performance as the construction contractors implement their AWMP task order assignments. At a minimum, the report card will document:

- Contractor adherence to schedule
- Quality of work
- Cleanliness
- Change order requests
- Responsiveness to residents/City concerns
- Professionalism

Utilizing the information obtained from the Performance Evaluation Forms, CONTRACTOR will participate as a member of the Performance Evaluation Audit Team described in the Phase 1 Procurement Plan to evaluate the performance of construction contractors as each individual task order is implemented. CONTRACTOR will prepare a summary memo documenting the findings with respect to the established evaluation criteria.

**Task 2.6.10 Deliverables:**

- Draft and Final construction contractor report card

- Construction contractor evaluation summary memo
- 

## **TASK 2.7 Engineering Services during Construction**

CONTRACTOR will provide limited engineering and administration support services during construction for projects managed by the CONTRACTOR during the work package planning and design phases. CONTRACTOR will provide engineering support and technical input at the request of the designated Construction Manager on these projects during construction.

### **Task 2.7.1 - Engineering Support and Technical Input during Construction**

CONTRACTOR will provide engineering support and technical input to Contractor Submittals, Requests for Information (RFIs), and Design Clarification Memos (DCMs) as well as limited contract administration support for integration with the PMIS.

CONTRACTOR will assist with preparation, attend, and support Project Managers at pre-construction meetings for each meter project task order package, to communicate and answer questions related to compliance with CITY and DOU contract requirements. Up to ten (10) pre-construction meetings have been estimated under this task during the first year of Phase 2 implementation.

### **Task 2.7.2 - Change Order Management Committee Participation**

CONTRACTOR will participate in the Change Order Management Committee monthly meetings and provide engineering support and technical input, as needed, for Proposed Change Orders (PCOs).

CONTRACTOR will coordinate the process for receipt, processing, and approvals for change orders submitted by construction contractors for each of the meter projects, following review and processing by the Construction Management Team. Using the PMIS, CONTRACTOR will maintain a current log of change orders, approval status, and total contract amounts for the duration of the AWMP, and based on guidance from DOU's Change Order Management Committee.

#### ***Task 2.7 Deliverables***

- Engineering input and responses to Construction Manager requests for assistance with submittals, RFIs, PCOs, and other construction documentation for up to five (5) work packages prepared by CONTRACTOR
- Pre-Construction meeting materials (Up to 10 meetings)
- Participation in monthly Change Order Management Committee meetings

## **TASK 2.8 Partner Agencies Liaison**

CONTRACTOR will coordinate with public agencies such as the County of Sacramento, City of Citrus Heights, etc, as well as private utilities such as Pacific Gas & Electric (PG&E), Sacramento Municipal Utilities District (SMUD), and the Gold Shovel Program.

### **Task 2.8.1 - Partner Agencies Coordination**

CONTRACTOR will coordinate with public agencies such as the County of Sacramento, City of Citrus Heights, etc, as well as private utilities such as Pacific Gas & Electric (PG&E), Sacramento Municipal Utilities District (SMUD), etc.

### **Task 2.8.2 - Local Hire Program Administration and Reporting**

CONTRACTOR will develop and support a Community Advisory Council, representation will be requested from each of the following agencies: the Sacramento Employment and Training Agency, Sacramento Area Congregation Together, the Greater Sacramento Urban League, the Center for Employment Training, La Familia, and the Asian Resource Center.

CONTRACTOR will convene regular meetings of the Community Advisory Council to review data on progress towards Program objectives and to gather community input.

CONTRACTOR will publish regular monthly reports providing documentation from the Unions and Employers on their efforts to recruit, refer, or utilize, as applicable, Local Workers as described in the Local Hire Program Plan developed as part of AWMP Phase 1 and included in the Accelerated Program Plan.

#### ***Task 2.8 Deliverables***

- Up to three (3) 1-hour meetings with partner agencies (including scheduling and preparing agenda, materials, and meeting minutes)
- Up to two (2) Community Advisory Council meetings (including scheduling and preparing agenda, materials, and meeting minutes)
- Monthly Local Hire Program Reports

### **SCHEDULE**

The Work described in the Phase 2 scope of work above will continue for one year from 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 2 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.



| Phase 1: Fee Estimate                                   |   | Carollo Engineers <sup>(1)</sup> |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          | Total Hours<br>Carollo | Total Cost<br>Carollo |
|---|---|----------------------------------|-----------------|--------------------|------------------|--------------|------------------------------|-----------------------------------|--------------------|--|--|---------------|----------------|----------|------------------------|-----------------------|
|   |   | Program<br>Mgr.                  | Program<br>Dir. | Program<br>Advisor | Develop.<br>Mgr. | Ops.<br>Mgr. | Funding/<br>Alt.<br>Delivery | Contract<br>Admin.<br>Budget/Acct | Scheduling/<br>GIS |  |  | Prj.<br>Engr. | Prj.<br>Admin. | CAD      |                        |                       |
| Task  | Description   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          |                        |                       |
| <b>Program Management Services: Phase 1</b>             |   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          |                        |                       |
| <b>PHASE 1A</b>   |   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          |                        |                       |
| <b>Task 1: Accelerated Program Controls Development</b> |   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          |                        |                       |
|   | Task 1.0: Accelerated Program Commencement              | 20                               | 14              | 14                 | 40               | 20           | 14                           | 0                                 | 0                  |  |  | 32            | 14             | 0        | 168                    | \$ 34,556             |
|   | Task 1.1: Review Program Data & Information             | 6                                | 0               | 0                  | 24               | 20           | 0                            | 8                                 | 8                  |  |  | 0             | 8              | 0        | 74                     | \$ 14,440             |
|   | Task 1.2: Develop Project Controls Plan                 | 12                               | 0               | 4                  | 16               | 32           | 0                            | 32                                | 8                  |  |  | 0             | 6              | 0        | 110                    | \$ 22,612             |
|   | Task 1.3: Implement Project Controls Systems            | 38                               | 0               | 8                  | 128              | 144          | 0                            | 134                               | 120                |  |  | 0             | 8              | 0        | 580                    | \$ 115,468            |
|   | Task 1.4: Develop Easements/Permitting Plan             | 10                               | 0               | 0                  | 24               | 24           | 0                            | 24                                | 36                 |  |  | 0             | 10             | 0        | 128                    | \$ 24,136             |
|   | Task 1.5: CEQA Classification Identification            | 0                                | 0               | 0                  | 8                | 0            | 0                            | 0                                 | 0                  |  |  | 4             | 0              | 0        | 12                     | 2,188                 |
| <b>PHASE 1A TOTAL</b>                                   |   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          | <b>1,072</b>           | <b>\$ 213,400</b>     |
| <b>PHASE 1B</b>   |   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          |                        |                       |
|   | Task 1.6: Develop Funding Support Plan                  | 2                                | 0               | 0                  | 12               | 0            | 0                            | 16                                | 0                  |  |  | 0             | 0              | 0        | 30                     | \$ 5,936              |
|   | Task 1.7: Develop Alternative Delivery Analysis         | 14                               | 8               | 12                 | 64               | 0            | 72                           | 0                                 | 0                  |  |  | 16            | 14             | 0        | 200                    | \$ 43,156             |
|   | Task 1.8: Develop Apprenticeship Program                | 4                                | 2               | 0                  | 8                | 0            | 0                            | 0                                 | 0                  |  |  | 12            | 4              | 0        | 30                     | \$ 5,396              |
|   | Task 1.9: Prepare Procurement Plan & Scopes of Services | 8                                | 0               | 16                 | 32               | 12           | 80                           | 0                                 | 0                  |  |  | 80            | 10             | 0        | 238                    | \$ 48,956             |
|   | Task 1.10: Develop Business Systems Integration         | 8                                | 0               | 0                  | 72               | 96           | 0                            | 128                               | 72                 |  |  | 0             | 10             | 0        | 386                    | \$ 75,404             |
|   | Task 1.11: Develop Staffing Analysis                    | 12                               | 0               | 8                  | 80               | 64           | 0                            | 24                                | 0                  |  |  | 56            | 6              | 0        | 250                    | \$ 49,476             |
|   | Task 1.12: Develop Public Outreach Program              | 18                               | 24              | 0                  | 36               | 24           | 0                            | 0                                 | 40                 |  |  | 0             | 0              | 0        | 142                    | \$ 29,448             |
|   | Task 1.13: Develop Accelerated Program Plan             | 22                               | 8               | 14                 | 80               | 48           | 0                            | 40                                | 24                 |  |  | 64            | 22             | 0        | 322                    | \$ 61,732             |
|   | Task 1.14: Water Meter Hotline Management               | 0                                | 0               | 0                  | 0                | 0            | 0                            | 0                                 | 0                  |  |  | 0             | 0              | 0        | 0                      | \$ -                  |
| <b>PHASE 1B TOTAL</b>                                   |   |                                  |                 |                    |                  |              |                              |                                   |                    |  |  |               |                |          | <b>1,568</b>           | <b>\$ 319,504</b>     |
| <b>Program Management Services: Phase 1 (Total)</b>     |   | <b>124</b>                       | <b>44</b>       | <b>60</b>          | <b>468</b>       | <b>300</b>   | <b>154</b>                   | <b>214</b>                        | <b>156</b>         |  |  | <b>252</b>    | <b>86</b>      | <b>0</b> | <b>1,858</b>           | <b>\$ 532,904</b>     |

<sup>(1)</sup>Carollo rates for AWMP Phase 1 are based on the 2015 Carollo Fee Schedule.

| Phase 2 Year 1: Fee Estimate  |  | Carollo Engineers <sup>(2)</sup> |                             |                 |                                 |                                |                  |     |                  |                    |                                  |                |       |     | Total Hours<br>Hrs | Total Labor Cost<br>\$ |
|---|--|----------------------------------|-----------------------------|-----------------|---------------------------------|--------------------------------|------------------|-----|------------------|--------------------|----------------------------------|----------------|-------|-----|--------------------|------------------------|
|   |  | Program<br>Dir.                  | Program<br>Advisor<br>QA/QC | Program<br>Mgr. | Controls /<br>Sys Integ<br>Lead | Project<br>Controls<br>Support | MTD<br>Scheduler | GIS | Procure.<br>Lead | Program<br>Support | Program<br>Engr./<br>Proj. Engr. | Prj.<br>Admin. | CAD   |     |                    |                        |
| Task  | Description  |                                  |                             |                 |                                 |                                |                  |     |                  |                    |                                  |                |       |     |                    |                        |
| <b>Program Management Services - Phase 2 Year 1 (September 2016 to August 2017)</b> |  |                                  |                             |                 |                                 |                                |                  |     |                  |                    |                                  |                |       |     |                    |                        |
| <b>Phase 2 Year 1 AWMP Implementation</b>   |  |                                  |                             |                 |                                 |                                |                  |     |                  |                    |                                  |                |       |     |                    |                        |
|   | Task 2.1: Project Management                       |                                  | 12                          | 4               | 252                             | 84                             | 52               | 0   | 0                | 4                  | 4                                | 60             | 78    | 0   | 550                | \$ 106,170             |
|   | Task 2.2: Program Controls                         |                                  | 32                          | 16              | 428                             | 680                            | 988              | 600 | 0                | 4                  | 0                                | 932            | 884   | 0   | 4,564              | \$ 813,368             |
|   | Task 2.3: Business Systems Integration Support     |                                  | 0                           | 0               | 160                             | 664                            | 240              | 368 | 1,440            | 0                  | 0                                | 240            | 32    | 0   | 3,144              | \$ 583,616             |
|   | Task 2.4: Public Outreach                          |                                  | 8                           | 0               | 58                              | 8                              | 0                | 0   | 8                | 0                  | 0                                | 64             | 1,040 | 0   | 1,186              | \$ 141,020             |
|   | Task 2.5: Engineering Support Services             |                                  | 0                           | 308             | 96                              | 0                              | 0                | 0   | 0                | 0                  | 60                               | 1,700          | 240   | 320 | 2,724              | \$ 469,604             |
|   | Task 2.6: Procurement Services                     |                                  | 12                          | 84              | 100                             | 0                              | 0                | 0   | 0                | 840                | 660                              | 0              | 84    | 0   | 1,780              | \$ 430,180             |
|   | Task 2.7: Engineering Services During Construction |                                  | 0                           | 0               | 164                             | 0                              | 48               | 0   | 0                | 0                  | 0                                | 100            | 60    | 0   | 372                | \$ 65,964              |
|   | Task 2.8: Partner Agencies Liaison                 |                                  | 4                           | 0               | 72                              | 0                              | 48               | 0   | 0                | 0                  | 0                                | 72             | 0     | 0   | 196                | \$ 37,228              |
| <b>PHASE 2 Year 1 TOTAL</b>   |  |                                  |                             |                 |                                 |                                |                  |     |                  |                    |                                  |                |       |     | <b>14,516</b>      | <b>\$ 2,647,150</b>    |

<sup>(2)</sup>Carollo rates for AWMP Phase 2 are based on the 2016 Carollo Fee Schedule.

| <b>Phase 1: Fee Estimate</b>  |   | Total Hours                                 | Total Labor Cost    |                     | Other Direct Costs (ODC)    |                             |                                |                       |                                     |                     | Total ODC Cost   | Total Cost         |                         |
|---|---|---|---------------------|---------------------|-----------------------------|-----------------------------|--------------------------------|-----------------------|-------------------------------------|---------------------|------------------|--------------------|-------------------------|
| Task  | Description   |   |                     |                     | (Carollo+RMC+KMC+Ogilvy) Hr | (Carollo+RMC+KMC+Ogilvy) \$ | Minor Subs & Software Licenses | Markup (RMC) 5%       | Markup (KM/Ogilvy & Other Subs) 10% | PECE                |                  |                    | Printing                |
|   |   | <b>Program Management Services: Phase 1</b> |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
| <b>PHASE 1A</b>   |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
| Task 1: Accelerated Program Controls Development                                    |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
|   | Task 1.0: Accelerated Program Commencement              | 186   | \$ 39,866           |                     | \$ 587                      | \$ 266                      | \$ 59                          | \$ 1,966              | \$ 50                               | \$ 3,000            | \$ 5,927         | \$ 45,793          |                         |
|   | Task 1.1: Review Program Data & Information             | 77  | \$ 15,223           |                     | \$ -                        | \$ 39                       | \$ -                           | \$ 866                | \$ -                                | \$ 1,200            | \$ 2,105         | \$ 17,328          |                         |
|   | Task 1.2: Develop Project Controls Plan                 | 110   | \$ 22,612           |                     | \$ -                        | \$ -                        | \$ -                           | \$ 1,287              | \$ 50                               | \$ 2,000            | \$ 3,337         | \$ 25,949          |                         |
|   | Task 1.3: Implement Project Controls Systems            | 630   | \$ 128,802          |                     | \$ 15,000                   | \$ 667                      | \$ 1,500                       | \$ 6,786              | \$ 350                              | \$ -                | \$ 24,303        | \$ 153,105         |                         |
|   | Task 1.4: Develop Easements/Permitting Plan             | 252   | \$ 52,416           |                     | \$ -                        | \$ 1,414                    | \$ -                           | \$ 1,498              | \$ 50                               | \$ 500              | \$ 3,462         | \$ 55,878          |                         |
|   | Task 1.5: CEQA Classification Identification            | 24  | \$ -                |                     | \$ 63,685                   | \$ -                        | \$ 6,369                       | \$ 140                | \$ -                                | \$ -                | \$ 70,194        | \$ 70,194          |                         |
| <b>PHASE 1A TOTAL</b>   |   | <b>1,279</b>                                | <b>\$ 258,919</b>   |                     |                             |                             |                                |                       |                                     |                     |                  | <b>\$ 368,246</b>  |                         |
| <b>PHASE 1B</b>   |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
|   | Task 1.6: Develop Funding Support Plan                  | 292   | \$ 60,594           |                     | \$ -                        | \$ 2,733                    | \$ -                           | \$ 351                | \$ -                                | \$ -                | \$ 3,084         | \$ 63,678          |                         |
|   | Task 1.7: Develop Alternative Delivery Analysis         | 232   | \$ 52,428           |                     | \$ 13,800                   | \$ 464                      | \$ 1,380                       | \$ 2,340              | \$ 50                               | \$ 1,500            | \$ 19,534        | \$ 71,962          |                         |
|   | Task 1.8: Develop Apprenticeship Program                | 30  | \$ 5,396            |                     | \$ -                        | \$ -                        | \$ -                           | \$ 351                | \$ 50                               | \$ -                | \$ 401           | \$ 5,797           |                         |
|   | Task 1.9: Prepare Procurement Plan & Scopes of Services | 334   | \$ 74,452           |                     | \$ -                        | \$ 1,275                    | \$ -                           | \$ 2,785              | \$ 150                              | \$ 7,500            | \$ 11,709        | \$ 86,161          |                         |
|   | Task 1.10: Develop Business Systems Integration         | 386   | \$ 75,404           |                     | \$ -                        | \$ -                        | \$ -                           | \$ 4,516              | \$ 50                               | \$ 2,000            | \$ 6,566         | \$ 81,970          |                         |
|   | Task 1.11: Develop Staffing Analysis                    | 278   | \$ 55,736           |                     | \$ -                        | \$ 313                      | \$ -                           | \$ 2,925              | \$ 50                               | \$ 3,500            | \$ 6,788         | \$ 62,524          |                         |
|   | Task 1.12: Develop Public Outreach Program              | 1,118                                       | \$ 195,147          |                     | \$ 28,000                   | \$ 318                      | \$ 18,734                      | \$ 1,661              | \$ 1,000                            | \$ 1,200            | \$ 50,913        | \$ 218,060         |                         |
|   | Task 1.13: Develop Accelerated Program Plan             | 382   | \$ 78,602           |                     | \$ -                        | \$ 844                      | \$ -                           | \$ 3,767              | \$ 500                              | \$ 2,500            | \$ 7,611         | \$ 111,413         |                         |
|   | Task 1.14: Water Meter Hotline Management               | 180   | \$ 25,950           |                     | \$ -                        | \$ -                        | \$ -                           | \$ -                  | \$ -                                | \$ -                | \$ -             | \$ 25,950          |                         |
| <b>PHASE 1B TOTAL</b>   |   | <b>3,232</b>                                | <b>\$ 623,709</b>   |                     |                             |                             |                                |                       |                                     |                     |                  | <b>\$ 727,515</b>  |                         |
| <b>Program Management Services: Phase 1 (Total)</b>                                 |   | <b>4,511</b>                                | <b>\$ 882,628</b>   |                     | <b>\$121,072</b>            | <b>\$8,331</b>              | <b>\$28,041</b>                | <b>\$31,239</b>       | <b>\$2,350</b>                      | <b>\$24,900</b>     | <b>\$215,933</b> | <b>\$1,095,761</b> |                         |
| <b>Phase 2 Year 1: Fee Estimate</b>   |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
| Task  | Description   | Total Hours                                 | Total Labor Cost    | Total Subconsultant | Other Direct Costs (ODC)    |                             |                                |                       |                                     |                     | Total ODC Cost   | Total Cost         |                         |
|   |   |   |                     |                     | Carollo+RMC, KMC, OPR Hrs   | Carollo+RMC, KMC, OPR \$    | Expenses RMC, KMC, OPR \$      | Minor Subs & Software | Markup (RMC) 5%                     | Markup (KMC&OPR) 7% |                  |                    | Markup (Other Subs) 10% |
| <b>Program Management Services - Phase 2 Year 1 (September 2016 to August 2017)</b> |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
| <b>Phase 2 Year 1 AWMP Implementation</b>   |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |
|   | Task 2.1: Project Management                            | 936   | \$ 173,072          | \$ 1,300            | \$ -                        | \$ 1,628                    | \$ 2,505                       | \$ -                  | \$ 6,435                            | \$ -                | \$ 8,000         | \$ 18,567          | \$ 192,939              |
|   | Task 2.2: Program Controls                              | 4,620                                       | \$ 823,264          | \$ -                | \$ 85,000                   | \$ 495                      | \$ -                           | \$ 8,500              | \$ 53,399                           | \$ -                | \$ 6,000         | \$ 153,394         | \$ 976,658              |
|   | Task 2.3: Business Systems Integration Support          | 3,144                                       | \$ 583,616          | \$ -                | \$ 25,000                   | \$ -                        | \$ -                           | \$ 2,500              | \$ 36,785                           | \$ -                | \$ 6,000         | \$ 70,285          | \$ 653,901              |
|   | Task 2.4: Public Outreach                               | 5,810                                       | \$ 858,524          | \$ 330,325          | \$ -                        | \$ 276                      | \$ 72,964                      | \$ -                  | \$ 13,876                           | \$ -                | \$ -             | \$ 87,116          | \$ 1,275,965            |
|   | Task 2.5: Engineering Support Services                  | 6,072                                       | \$ 1,067,968        | \$ 294,870          | \$ -                        | \$ 30,058                   | \$ -                           | \$ 29,232             | \$ 31,871                           | \$ -                | \$ -             | \$ 91,161          | \$ 1,453,999            |
|   | Task 2.6: Procurement Services                          | 1,828                                       | \$ 440,180          | \$ -                | \$ -                        | \$ 380                      | \$ 168                         | \$ -                  | \$ 20,826                           | \$ -                | \$ 18,000        | \$ 39,374          | \$ 479,554              |
|   | Task 2.7: Engineering Services During Construction      | 500   | \$ 89,636           | \$ -                | \$ -                        | \$ 1,184                    | \$ -                           | \$ -                  | \$ 4,352                            | \$ -                | \$ -             | \$ 5,536           | \$ 95,172               |
|   | Task 2.8: Partner Agencies Liaison                      | 196   | \$ 37,228           | \$ -                | \$ -                        | \$ -                        | \$ -                           | \$ -                  | \$ 2,293                            | \$ -                | \$ -             | \$ 2,293           | \$ 39,521               |
| <b>Program Management Services: Phase 2 (Total)</b>                                 |   | <b>23,106</b>                               | <b>\$ 4,073,488</b> | <b>\$ 626,495</b>   | <b>\$ 110,000</b>           | <b>\$ 34,020</b>            | <b>\$ 75,637</b>               | <b>\$ 40,232</b>      | <b>\$ 169,837</b>                   | <b>\$ -</b>         | <b>\$ 38,000</b> | <b>\$ 467,726</b>  | <b>\$ 5,167,709</b>     |
| <b>PHASE 1 AND PHASE 2 TOTAL FEE ESTIMATE: \$ 6,263,470</b>                         |   |   |                     |                     |                             |                             |                                |                       |                                     |                     |                  |                    |                         |

**Attachment 5 to Exhibit B  
CAROLLO ENGINEERS, INC.  
FEE SCHEDULE**

**As of January 1, 2016  
California**

|   | <u><b>Hourly Rate</b></u> |
|---|---------------------------|
| <b>Engineers/Scientists</b>   |                           |
| Assistant Professional  | \$166.00                  |
| Professional  | 202.00                    |
| Project Professional  | 240.00                    |
| Lead Project Professional   | 259.00                    |
| Senior Professional   | 281.00                    |
| <b>Technicians</b>  |                           |
| Technicians   | 124.00                    |
| Senior Technicians  | 174.00                    |
| <b>Support Staff</b>  |                           |
| Document Processing / Clerical  | 109.00                    |
| <b>Project Equipment Communication Expense<br/>(PECE) Per DL Hour</b> | <b>11.70</b>              |
| <b>Other Direct Expenses</b>  |                           |
| Travel and Subsistence  | at cost                   |
| Mileage at IRS Reimbursement Rate<br>Effective January 1, 2016        | \$.54 per mile            |
| Subconsultant   | cost + 10%                |
| Other Direct Cost   | cost + 10%                |

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