

PROJECT #: ZL61
PROJECT NAME: Sacramento River- and Fairbairn WTP Assessment Study
DEPARTMENT: Utilities
DIVISION: Engineering

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

**TO BE USED FOR DESIGN PROFESSIONAL SERVICES PERFORMED BY
LICENSED ARCHITECTS, LANDSCAPE ARCHITECTS OR PROFESSIONAL
LAND SURVEYORS OR REGISTERED PROFESSIONAL ENGINEERS**

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

Carollo Engineers
2500 Venture Oaks Way, Suite 320
Sacramento, CA 95833
(916) 565-4888/fax: (916) 565-4880

("CONSULTANT"), who agree as follows:

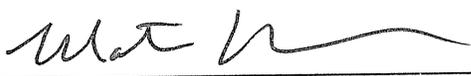
1. **Services.** Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to CITY the services described in Exhibit A. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit A. CONSULTANT shall not be compensated for services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

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

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
 A Municipal Corporation DLB DLB

Exhibit E - Non-Discrimination in Employee Benefits

By: 

Print name: Marty Hansen
 Title: ACM

For: Ray Kerridge, City Manager

APPROVED TO AS FORM:


 City Attorney

ATTEST:

 City Clerk

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions

CONSULTANT:

Carollo Engineers
NAME OF FIRM

86-0899222
Federal I.D. No.

12536538
State I.D. No.

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

TYPE OF BUSINESS ENTITY (*check one*):

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

Robert A. Gillette
Signature of Authorized Person

Robert A. Gillette, Partner
Print Name and Title

[Signature]
Additional Signature (*if required*)

JAMES P HAGSTRUM, Partner
Print Name and Title

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Consultant: Carollo Engineers

Address: 2500 Venture Oaks Way

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

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

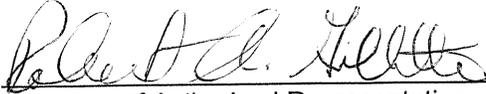
Consultant agrees that if Consultant offers any of the above-listed employee benefits, Consultant will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

4. Consultant understands that Consultant will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Consultant will not be required to provide the benefit, nor shall it be deemed discriminatory, if Consultant requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.
 - b. If Consultant is unable to provide a certain benefit, despite taking reasonable measures to do so, if Consultant provides the employee with a cash equivalent Consultant will not be deemed to be discriminating in the application of that benefit.
 - c. If Consultant provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Consultant provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Consultant submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date

after the first open enrollment process following the date this Agreement is executed by the City of Sacramento ("City"). Consultant understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Agreement is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.

- f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Agreement is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Consultant takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Consultant to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Consultant cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Consultant provides a cash equivalent to eligible employees for whom employee benefits are not available. Unless otherwise authorized in writing by the City Manager, Consultant understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Agreement is executed by the City.
5. Consultant understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Consultant to possible suspension and/or termination of this Agreement for cause; repayment of any or all of the Agreement amount disbursed by the City; debarment for future agreements until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Consultant understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Consultant further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized representatives of the City. Consultant also agrees to prominently display a poster informing each employee of these rights.
7. Consultant understands that Consultant has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Agreement award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Consultant agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Consultant.

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



Signature of Authorized Representative

2/21/07
Date

Robert A. Gillette
Print Name

Partner
Title


JAMES P HAGSTROM
PARTNER

2/22/07

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Craig Chalmers/Senior Engineer
1395 35th Ave.
Sacramento, CA 95822
(916) 808-1418/fax 808-8210/cell 826-0513
cchalmers@cityofsacramento.org*

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

The CONSULTANT Representative for this Agreement is:

*Chris Cleveland
2500 Venture Oaks Way, Suite 320
Sacramento, CA 95833
(916) 565-4888/fax 565-4880/cell 207-4359
ccleveland@carollo.com*

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

2. Professional Liability Insurance. Professional Liability (Errors and Omissions) insurance is X is not [check one] required for this Agreement. (See Exhibit D, Section 11, for complete insurance requirements.)

3. Scope of Services.

The services provided shall be as set forth in the Organizational Chart, Attachment 1 to Exhibit A, and the Scope of Services, Attachment 2 to Exhibit A, attached hereto and incorporated herein.

4. Time of Performance. The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the Scope of Services.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONSULTANT's Compensation.** The total of all fees paid to the CONSULTANT for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 500,000.00.
2. **Billable Rates.** CONSULTANT shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. Additionally, the CONSULTANT shall be paid the hourly rates and reimbursable expenses for the performance of Services by utilizing the tabulated values on the Estimated Engineering Hours and Costs, as set forth in Attachment 2 to Exhibit B, attached hereto and incorporated herein.
3. **CONSULTANT's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONSULTANT for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONSULTANT.**
 - A. Payments to CONSULTANT shall be made within a reasonable time after receipt of CONSULTANT's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 and 2 to Exhibit B. CONSULTANT may request payment on a monthly basis. CONSULTANT shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONSULTANT shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.

- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONSULTANT for correction. CITY shall not be responsible for delays in payment to CONSULTANT resulting from CONSULTANT's failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

*City of Sacramento/Dept of Utilities
1395 35th Ave.
Sacramento, CA 95822
Attn: Craig Chalmers/Senior Engineer*

- 5. **Additional Services.** Additional Services are those services related to the scope of services of CONSULTANT set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other consultants to perform said Additional Services.
- 6. **Accounting Records of CONSULTANT.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONSULTANT shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONSULTANT's costs for all Services and Additional Services performed under this Agreement and records of CONSULTANT's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Taxes.** CONSULTANT shall pay, when and as due, any and all taxes incurred as a result of CONSULTANT's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONSULTANT hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONSULTANT's breach of this Section 7.

EXHIBIT C

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES
FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

CITY shall [*check one*]

Not furnish any facilities or equipment for this Agreement; or

furnish the following City Personell and Facilities for the Agreement; City Personell shall be provided as shown on Organizational Chart, Attachment 1 of Exhibit A, and Estimated City Staff Hrs, Attachment 1 to Exhibit C. Carollo Engineers shall have full access to SRWTP and FWTP plants and intakes.

EXHIBIT D
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and CONSULTANT shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONSULTANT's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT's sole discretion based on the CONSULTANT's determination that such use will promote CONSULTANT's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONSULTANT use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONSULTANT. CONSULTANT may represent, perform services for, or be employed by such additional persons or companies as CONSULTANT sees fit provided that CONSULTANT does not violate the provisions of Section 5, below.

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

at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONSULTANT shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONSULTANT of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONSULTANT Information.

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

CONSULTANT, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- E. The CITY shall furnish the CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of CITY staff required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and rely upon all such information and services provided by CITY or others in performing CONSULTANT's services under this Agreement.
- F. The CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon CITY property as required for CONSULTANT to perform services hereunder.
- G. The CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over their methods of determining prices, or other competitive bidding or market conditions, practices or bidding strategies. Cost estimates are based on CONSULTANT's opinion based on experience and judgment. CONSULTANT cannot and does not guarantee that proposals, bids or actual project construction costs will not vary from cost estimates prepared by CONSULTANT.

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

9. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONSULTANT's performance hereunder, in whole or in part, by giving a written notice of suspension to CONSULTANT. If CITY gives such notice of suspension, CONSULTANT shall immediately suspend its activities under this Agreement, as specified in such notice.

- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONSULTANT. If CITY gives such notice of termination, CONSULTANT shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
- (1) CONSULTANT shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONSULTANT the reasonable value of Services rendered by CONSULTANT prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONSULTANT had the Agreement not been terminated or had CONSULTANT completed the Services required by this Agreement. In this regard, CONSULTANT shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONSULTANT. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

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

11. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall

maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONSULTANT is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONSULTANT under this Agreement. No additional compensation will be provided for CONSULTANT's insurance premiums.

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

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONSULTANT.

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

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

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONSULTANT.

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

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

- (4) Professional Liability Insurance providing coverage on a claims made basis for errors, omissions or malpractice with limits of not less than one million (\$1,000,000) dollars if required by the CITY by selecting the option below:

Professional liability insurance is required and must be continued for at least _____ year(s) following the completion of all Services and Additional Services under this Agreement.

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONSULTANT, products and completed operations of CONSULTANT, and premises owned, leased or used by CONSULTANT. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

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

- (1) Except for professional liability, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- ~~(2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers. (This Provision deleted at the request of Kristi Powers of Carollo, reviewed and okayed by Barbara Brenner of City Risk on 1/11/07).~~
- (3) Coverage shall state that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect

to the limits of the insurer's liability.

- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

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

E. Verification of Coverage

- (1) CONSULTANT shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONSULTANT and/or cancel the Agreement if the insurance is canceled or CONSULTANT otherwise ceases to be insured as required herein.

F. Subcontractors

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

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

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

work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.

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

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

16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONSULTANT are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on CONSULTANT under this Agreement. In recognition of this interest, CONSULTANT shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.

EXHIBIT E

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

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

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$25,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

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

DEFINITIONS

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

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

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas

and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

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

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

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

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

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

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

- (a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.
- (b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”
- (c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



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

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

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

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

The included employee benefits are:

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

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

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

Attachment B



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

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

The included employee benefits are:

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

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

You May . . .

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

City of Sacramento
Contract Services Unit
921 10th St., Room 402
Sacramento, CA 95814-2714

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

Discrimination and Retaliation Prohibited.

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

You May Also . . .

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

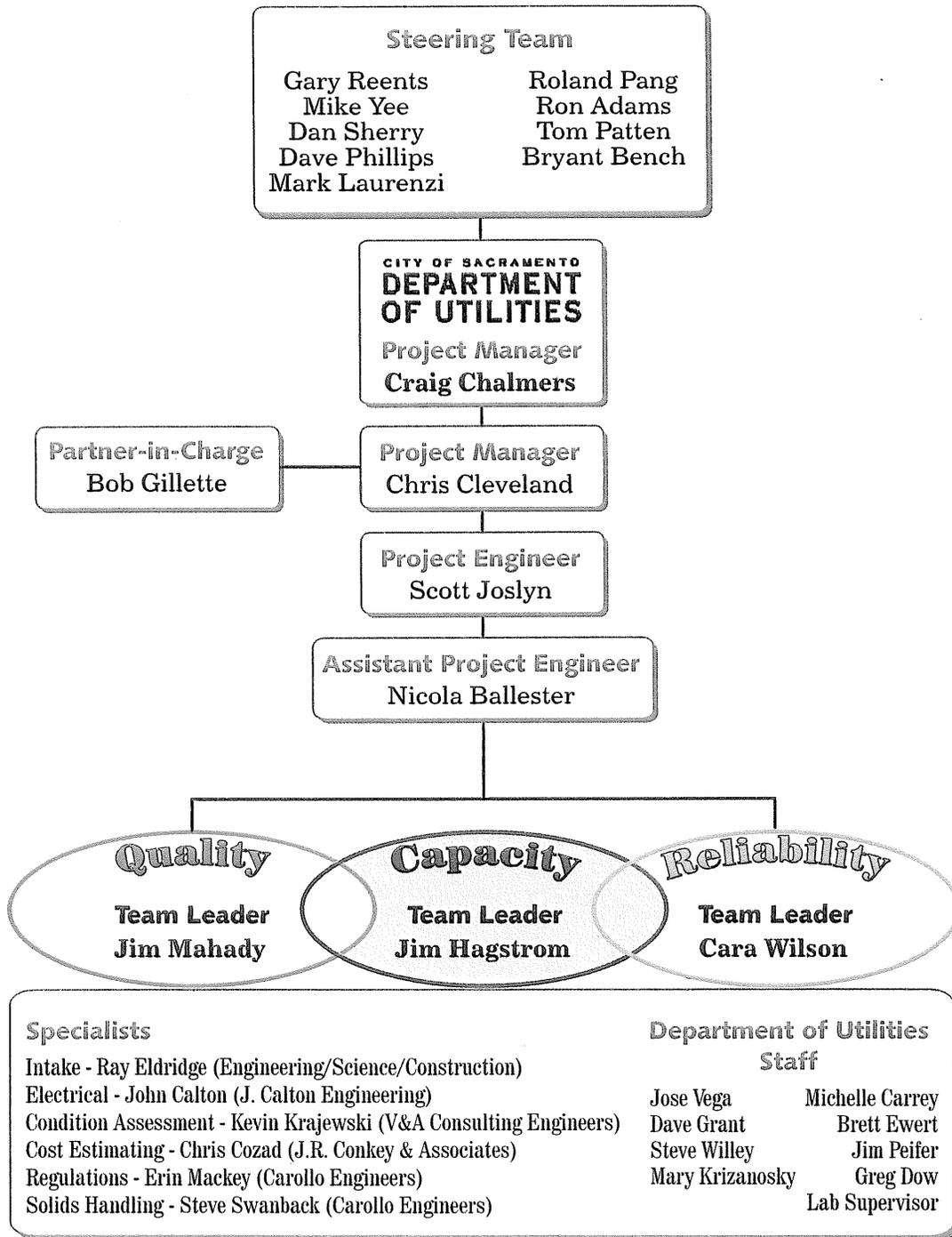
ATTACHMENT 1 TO EXHIBIT A



CITY OF SACRAMENTO
DEPARTMENT
OF UTILITIES

WTP Capacity Optimization, Remaining Life, and Reliability Improvement Study

Organizational Chart



Scope of Services

Attachment 2 to Exhibit A

CITY OF SACRAMENTO DEPARTMENT OF UTILITIES

SRWTP and EAFWTP Capacity Optimization, Remaining Life, and Reliability Improvement Study

SCOPE OF WORK

The following scope of work has been prepared based on the City's initial scope of work contained in the Request for Proposals (RFP) and modified based on discussions with the City regarding changes to the scope items and the organization of the project. This scope is the basis for the engineering hours and costs.

TASK 1- PROJECT STARTUP

Under this initial project task project startup tasks shall be completed. This task is broken into several subtasks below.

Task 1.1 - Project Management Kick-Off Workshop

Under this subtask, Carollo's project manager, project engineer, and partner-in-charge shall meet with the City's management team for this project. The purpose of this workshop will be to:

- Review the overall goals of the project.
- Review the project scope items designed to attain the goal and the project schedule.
- Discuss the project decision-making process and method for recording project decisions.
- Discuss the City's vision for the project and how the project fits into the overall activities and planning for the water treatment plants and water demand and production.
- Review the meeting dates and deliverables for the project to verify it meets the City's needs.
- Identify any fast-track items that need to be resolved to address immediate plant operational issues.

Task 1.2 - Project Kick-Off Workshop

Carollo will facilitate an initial project kickoff workshop. At the meeting Carollo will present and discuss, project scope. Another reason for the workshop is to discuss, clarify, and determine how the City, for this study and the future, is and will define and utilize industry terms like *nominal*, *peak*, *hydraulic peak*, *firm*, *sustainable*, *reliability*, and *remaining life*. Carollo will also

help the City assign values to the definitions. The kickoff workshop will last a maximum of 4 hours and be held at a City facility. Carollo's project manager and project engineer will attend and will facilitate the meeting. A summary document will be prepared containing the consensus standard definitions developed and other key items discussed during the workshop.

Task 1.3 - Review Existing Documentation and Regulatory Issues

Under this subtask Carollo shall review past design, operation, and maintenance documentation for the two water treatment plants. This will be an opportunity for project team leaders to become more familiar with the two plants. Also included in this task, one of Carollo's Regulatory Specialists will investigate and understand existing regulatory permits and licenses for the existing facilities.

Task 1.4 - Staff Interviews

Carollo shall interview Operation, Maintenance, and Engineering Staff and gather pertinent operation and maintenance information. The subtask will consist of a group interview at each plant to review history and limitations of each facility. The interviews will be conducted as part of a plant walkthrough to allow City staff to point out items of interest throughout the plant.

Task 1 Deliverables:

- Project Management Kickoff Meeting Minutes
- Project Kickoff Workshop Meeting Minutes

TASK 2- PLANT OPERATIONAL TESTING

This task shall include all operational plant testing items to be performed at both the E.A. Fairbairn WTP and the Sacramento River WTP and includes the following subtasks.

Task 2.1 - Protocol Development and Results Technical Memoranda

The first subtask to be performed will be to develop the overall plant operational testing protocol for the project. In order to maximize the results and efficiency of operational testing, the protocol will be a comprehensive document detailing the various tests to be performed throughout the study. Major areas of focus will include:

- Winter Plant Operational Testing
- Summer Plant Operational Testing

- Filter Loading Rate DHS Study
- Coagulant Testing
- Plant Hydraulic Capacity Confirmation

The protocol will not only provide clear direction for setting up the plant testing, but also describe the plant performance parameters under which the tests will be performed and corrective actions to take during testing if plant performance parameters are crossed. It has been assumed that the City will be responsible for water quality laboratory testing during the plant testing periods. Carollo will work with the City during the testing protocol development to ensure the project's goals will be met with the testing proposed. A Testing Protocol TM will be submitted to the City prior to testing commencing.

After testing has been completed, Carollo will prepare a Plant Operational Testing Results Technical Memorandum. This TM will summarize all of the testing performed at the two WTP's and an analysis of the impact of the results on the project.

Task 2.2 - Summer Plant Operational Testing

Summer plant operational testing will be performed in accordance with the testing protocol developed in subtask 2.1. It is anticipated that this testing period will consist of approximately 2 weeks of testing at each plant, including commissioning, startup, testing, and decommissioning. The City will provide plant operational data and technical data from City test results for analysis by Carollo and City staff and incorporation into a TM.

Task 2.3 - Plant Hydraulic Evaluations

During summer testing City Staff will take water level measurements to compare to the City's existing plant hydraulic models. This data will be used to calibrate the models based on actual full-scale plant hydraulic conditions. The City will identify areas of concern to reach the plant production goals. Carollo will provide recommended modifications as part of Task 6.1 to alleviate any critical hydraulic issues at both plants. The City will prepare a technical memorandum providing information regarding the calibration process and identified hydraulic issues to be addressed. Carollo will review the findings of the technical memorandum and provide comments to the City.

Task 2 Deliverables:

- Plant Operational Testing Protocol
- Plant Testing Results TM

- Hydraulic Evaluation TM (Prepared by City Staff)

TASK 3 - PLANT CONDITION ASSESSMENTS AND ASSET MANAGEMENT

Carollo will perform a two phased plant condition assessment to provide overall evaluations of all plant facilities and more detailed, targeted evaluations of plant facilities as needed.

Task 3.1 - Phase I Plant Condition Assessments

Phase I will involve determining reliability of unit processes, including intakes and high service pump stations. Each unit process at both plants will be evaluated to determine overall condition, operational performance and problems, and remaining life. Those unit processes that are identified as needing to be replaced will not be evaluated in further detail in Phase II. A Phase I Condition Assessment TM will be prepared by City staff to document the findings of the Phase I assessments. This task will include a one-day site inspection of each site by key project team staff.

Task 3.2 - Phase II Plant Condition Assessments

The Phase II condition assessment will be performed by a combination of Carollo and City staff. City staff will be responsible for evaluating major existing mechanical equipment at both WTP's. Carollo will evaluate the condition of major pipes, structures, and electrical equipment. The City's CMMS system will serve as the basis for development of the condition assessment for each item. City staff will be responsible for entering the criticality and remaining life assessment information into the City's CMMS system.

Results will be presented in a Condition and Reliability TM to be written by City staff and discussed during a project workshop. The goal of this subtask is not to detail the condition of every individual piece of equipment, but rather to get a sense for the overall condition of various equipment in service and determine their condition and criticality. Carollo will provide recommendations for any additional specialty investigations to be performed that would be outside the scope of this project.

Task 3.3 - Additional Condition Assessment and Asset Management Tasks

This task will provide funding for any additional tasks identified during the condition assessment and asset management tasks. Money set aside under this task will not be utilized without written authorization and direction from the City's Project Manager.

Task 3 Deliverables:

- Phase I Condition Assessment TM (written by City staff)
- Phase II Condition Assessment TM (written by City staff)
- Condition Assessment Findings Workshop Meeting Minutes

TASK 4 - INVESTIGATE KNOWN CAPACITY LIMITING AND RELIABILITY ISSUES

Based on actual operational and maintenance experience, there are capacity limiting and reliability problems identified by City staff. Those problems are listed below.

Task 4.1 - Address Known Issues

Carollo will investigate the following items. A Critical Issues TM will be created to address any immediate needs and a Known Capacity Limiting and Reliability Issues TM will be developed describing other issues and a brief review of alternatives and a recommended course of action to address each issue.

1. SRWTP CL₂ Feed System:
 - a. Combined feeds to Basin 1, 2, and 3. Each basin needs separate feed.
 - b. Total plant flow limited to 100 mgd based on current feed system with all basins operating. Inadequate vacuum will not allow higher flow rates. Existing chlorinators derated/orificed for operational control by maintenance for low/nominal flows.
 - c. High flow feeds cause piping freezing on one-ton cylinder pigtailed.
 - d. Loose vacuum at high flows.
2. SRWTP Grit Basin:
 - a. The new grit basin has poly-chain and fiberglass flights for basin grit collection. The City has had problems with the chain tension due to high grit wear causing elongation on the chain. Temporary loss of the grit basin due to chain and flight problems effects capacity. Replacement of chain material from a poly to a stainless steel material should be considered. This item is considered critical and City staff will evaluate options at the start of the project.
3. SRWTP 1 and 2 Filter Basin and 1-16 Filters:
 - a. Existing filter media is over 25 years old and is not forgiving to chemical changes and flow fluctuations. Carollo will evaluate major components of the

filters for performance. Remaining life will be evaluated as part of Task 3. Operational procedures such as managed filtration will be investigated while plans are developed for improvement or replacement of the filters.

- b. Existing underdrain system does not now allow for complete backwashing of filters and maybe failing.
- c. The filter basin structure, equipment, and piping are old and failing and/or have failed. Filters experience groundwater infiltration. Structure appears to be moving and continue to move away from main central structure. Filter condition assessment will be performed as part of Task 3.
- d. Existing 1 and 2 sedimentation basins and filters may need to be replaced. As part of Task 3 and Task 6 Carollo will estimate replacement cost and construction phasing, and determine sustainable capacities of both plants during replacement if required.
- e. Existing hydraulics of the 1 and 2 basin filter effluent channels needs study. It appears that the effluent flow from the old filters is limiting this side of the plant to a total production capacity of 60 mgd. Lower rim elevations of filter effluent channel access points, an internal concrete effluent mixing wall, and/or new CT hydraulic influences may be items that add to this flow limitation. The hydraulic evaluation will be performed as part of Task 2.3 by City staff.

4. SRWTP 1 and 2 Sedimentation Basins:

- a. The basins' structural concrete has severe surface erosion. This erosion has caused some structural concrete to fail. Much of the basins' old equipment is failing. Basins' expansion joints have failed and are leaking. Infrastructure evaluation will be included as part of Task 3.
- b. New inlet weir wall for basin 1 breaks up floc into Basin 1 sedimentation. Recommendations will be developed to address the issue including the addition of polymer to increase floc strength.
- c. Repositioned Inlet Channel for Basin 2 allows for unbalanced flows into east/west clarifiers. Carollo will review the hydraulic model and develop recommendations.
- d. Basin #1 has no functional/operation sludge removal system. Basin #2 has only a partial sludge removal system. The sludge blanket affects high capacities and may be a public health problem. Removal of the sludge blanket from the underground portion of Basin #1 is now considered a confined space. Carollo will evaluate the lack of sludge removal and the impact on water treatment and will consider modification options if the basins are to remain in the future.
- e. Basin 2 Filter Inlet Canal/Channel Hydraulic flow gate is not acceptable to DHS because it breaks up floc prior to filtration. Carollo will evaluate the hydraulic flow gate and the impact on water treatment.
- f. A Polymer addition system needs to be added to Basin #1 to increase floc strength and. The addition of a polymer system will be considered.

5. SRWTP North Vault Header off the HSPS:

- a. Piping and valving in this header off the high service pump station is deteriorated. The header was installed in 1924 with one side of the original

piping still remaining. This item is considered critical and Carollo will evaluate options at the start of the project.

6. FWTP CL2 Feed System:

- a. High flow feeds cause piping freezing on one-ton cylinder pig tails. Carollo will develop alternatives to maintain an easy to operate chlorine system during high plant loadings.

7. FWTP FWW Lagoons:

- a. Size and narrow shape of the new concrete FWW lagoons limits filter back wash flows and successive washes as carry over of the sludge blanket is experienced. As plant flow rates increase at both facilities, limited FWW capacity will become more apparent. Carollo will develop alternatives for removing sludge while the FWWs remain in service and evaluate the capacity of the FWW pumps.

8. FWTP Sedimentation Basins 1 and 2:

- a. Basins structural concrete is in poor condition in many places. Infrastructure evaluation will be performed as part of Task 3.
- b. Finger launders may not be best for high capacity flows.
- c. Finger launders do not allow sludge blanked removal equipment, which may not be best for higher flows and capacities. Carollo will evaluate the finger launders and their impact on water treatment and hydraulic capacity.

9. FWTP Filters 1-8:

- a. Media has not been replaced in over 20 years. During backwash, small amounts of filter media appear to be carried into the trough system. The filter backwash trough system maybe too low for higher flow rates. Carollo will evaluate major components of the filters for performance and impact on water treatment. Condition assessment will be performed as part of Task 3. Operational procedures such as managed filtration could improve the operation of the existing facilities while plans are developed for improvements or replacement of the filters.
- b. The gravel underdrain system doesn't appear to be functioning properly and may have failed structurally.
- c. Structural concrete cracking or erosion maybe one cause. A crack study and extensive crack and concrete repairs maybe necessary in all filters with focus on Filter #1 and the inlet channel. Infrastructure evaluation will be included in Task 3.
- d. The surface wash system is not effective during backwash. Mudballs appear in the filter media. Back wash frequency is high especially at higher capacities. Carollo will evaluate and provide recommended improvements.
- e. The air actuated control system, valving, and equipment is unreliable and may need to be replaced. Condition assessment Task 3 will evaluate the air actuated control system.

Task 4 Deliverables:

- Critical Issues TM
- Known Capacity Limiting and Reliability Issues and Recommendations TM

TASK 5 - EVALUATION OF PLANT INTAKES AND HIGH SERVICE PUMP STATIONS

This task will consist of evaluations of both WTP's intakes and high service pump stations (HSPS's). A TM will be prepared covering results of all of the following subtasks except subtask 5.1.1, which will be covered in the Task 3 TM.

Task 5.1 - SRWTP/FWTP

Plant Condition Assessment Task 3 will evaluate existing HSPS concrete and structures as well as existing piping, pumps and motors. Findings will be presented in a TM as part of Task 3. If it is determined that one of the HSPS's will be replaced, the evaluations described below will not be performed on that station. Rather the focus of the task will be redirected to developing concepts for the alternate replacement HSPS facility, including location, size, and estimated cost. A maximum of two potential locations for a new HSPS will be investigated, as agreed upon by the City and Carollo.

City staff will analyze the hydraulic conditions of the two HSPS's and compare their current configuration to Hydraulic Institute recommended standards for pump station design. Recommendations will be made for any significant hydraulic issues identified.

Task 5.2 - FWTP Intake

The intake pumping capacity does not have the ability to supply plant at a sustainable 160 mgd or hydraulic 200 mgd. The existing rated peak capacity of the intake is 128 mgd but can fluctuate as low as 116 mgd-118 mgd based upon low seasonal water levels of the River. The City is currently providing additional pumping capacity to address this issue. Our Sub-consultant, Engineering Science, and Construction, will evaluate the intake design and recommend changes that will allow for more than 200 MGD pumping capacity. This may include modifications to the existing intake or additional means of drawing water from the river.

Task 5 Deliverables:

- High Service Pump Stations and FWTP Intake TM

TASK 6 - DEVELOP IMPROVEMENT ALTERNATIVES

After investigating and evaluating the City's plant facilities, Carollo will develop options to present and recommend to the City. This task will consist of several subtasks, described below.

Task 6.1 - Improvement Alternatives Development

Under this subtask Carollo will analyze information gathered in Tasks 1 through 5 and utilize the information to develop a recommended list of improvements to be made at both WTP's to reach the plant capacities of 200 and 160 mgd at the FWTP and SRWTP respectively. Alternatives will be developed and presented in an Improvement Alternatives TM with recommendations made for implementation. A workshop to review the improvement alternatives and recommendations TM will be held to elicit feedback. The major categories for options and recommendations will be:

- **Optimization** - Take existing equipment, processes, systems, and operate them in a way that maximizes their efficiency or output, which leads to higher plant capacities and/or improved water quality.
- **Reliability** - Define equipment, processes, system, operation, and maintenance functions that are critical to the operation of the plant. Implement changes, modifications, or additions that add to the reliability and function of the plant thus minimizing plant shutdowns or curtailed plant production capacities. Industry reliability standards and present and future City plant capacity needs must enter into reliability needs and decisions.
- **Rehabilitation** - Define structures, equipment, processes, systems that have reached the end of their useful life and economically it makes sense to rehabilitate rather than replace.
- **Improvement** - Define equipment, processes, systems, operation, and maintenance functions that will add to plant production capacities.

- **Replacement** - Define structures, equipment, processes, systems that have reached the end of their useful life and economically make sense to replace rather than rehabilitate it.
- **Remaining Life** - Define older plant facilities that are at or near their useful life and the remaining time that the City should rely on with or without rehabilitation for reliable plant capacity before replacement.

All categories of options and recommendations will include:

- **Prioritization** - Define items listed above in an order that the City should implement to obtain and/or maintain plant production capacities that meet or exceed the goals of the City.
- **Estimated Costs** - Defined items listed above shall have an estimated cost which is associated with implementing that item.

Solids handling issues will be addressed separately in Task 6.3.

Task 6.2 - Plant Expansion and Solids Handling Evaluation

This task will investigate potential methods for expanding capacity of both plants from the assumed plant capacities described in Task 6.1 to possible future capacities of 300 and 350 mgd or more. Two options will be evaluated at each plant, with the baseline option consisting of conventional treatment trains added to both facilities. The second option will consist of direct filtration at the Fairbairn plant and Actiflo® at the Sacramento River plant. An ultimate build-out site plan will be developed at each plant for both alternatives to determine the maximum possible capacity that can be reached. Cost estimates will be developed for each alternative and potential phases to reach build-out for each alternative will be developed.

Pilot tests have been completed at both plants to evaluate methods of mechanical dewatering of solids generated from the coagulation/sedimentation process. Screw presses were identified as the most attractive option based on high solids content of the cake generated compared to the belt filter press and centrifuge. Carollo will develop a conceptual design for a screw press facility at both plants including the facility itself, along with any ancillary facilities or modifications needed to incorporate mechanical dewatering into both plants. Permanent facilities capable of handling the maximum plant capacity sludge production will be developed with redundancy at both facilities. This will allow the plants to minimize solids storage requirements and maximize available footprint for additional plant treatment processes and the solids handling facility. Filter waste washwater handling will also be investigated and a recommendation made for increasing the efficiency of the current operation.

Concepts will be developed to allow a conceptual level cost estimate to be developed for capital and operations and maintenance costs for solids handling. Solids handling design concepts will be incorporated into the ultimate build-out footprint for all expansion options evaluated.

A Plant Expansion and Solids Handling Evaluation TM will be prepared to document the evaluation and recommendations made for this subtask.

Task 6 Deliverables:

- Improvement Alternatives Recommendations TM
- Improvement Alternatives Workshop Minutes
- Plant Expansion and Solids Handling Evaluation TM

TASK 7 - CAPITAL IMPROVEMENT PLAN AND RECOMMENDATIONS REPORT AND PRESENTATION

Carollo will produce and deliver a Draft Final Report and subsequent Final Report documenting the Project. The Final Report shall be produced will be bound in 3-ring binders and include all information about the project and drawings that properly document all investigations, evaluations, options, and recommendations. The Final Report shall include and have attached to it any previous technical memorandums, reports, or other documents previously submitted to the City so that the Final Report is a comprehensive, stand-alone document. Carollo will deliver 22 copies of the final report to the City. Additionally, a PDF and MS Word version of the report will be included as well as electronic copies of any drawings that were created.

The final report format will consist of the Capital Improvement Plan (CIP) as the main report, with all of the project documentation, including technical memoranda and other documents attached in the appendix. This will allow the City to have a summary document that can be more readily updated after project completion, with all of the supporting information included as appendices.

Carollo will facilitate a Draft Findings and Report Presentation Workshop to receive feedback prior to the final report preparation. The meeting purpose is to summarize to all those that attended the project kickoff meeting, the final findings of the study. This meeting will be held at a

City Facility. After comments have been received, a final report will be issued and a Capital Improvements Plan and Recommendations Final Report Meeting will be held.

Task 7 Deliverables:

- Capital Improvements Plan and Recommendations Draft Final Report
- Capital Improvements Plan and Recommendations Draft Final Report Workshop Minutes
- Capital Improvements Plan and Recommendations Final Report
- Capital Improvements Plan and Recommendations Final Report Meeting Minutes

TASK 8 - BUDGET, BILLING, AND PROJECT MANAGEMENT

The purpose of this task is to establish and maintain effective project management and quality management communication for the project.

Carollo will provide billing invoices to the CITY, for work completed. Carollo will submit invoices on a monthly basis. A detailed description of the work completed for each in the billing period will be included with the invoice. All invoicing will directly relate to the agreed scope of services.

Task 8 Deliverables:

- Monthly report meeting minutes
- Project invoices

SUMMARY OF DELIVERABLES:

The following deliverables will be produced during this project.

Meeting Minutes - Meeting minutes will be emailed to all attendees after each project meeting and workshop.

Technical Memoranda - The following TM's will be produced and delivered during the project as outlined in the project tasks described above. Eight copies of each TM will be delivered to the City. Twenty-two copies of the final report will be produced and delivered.

SUMMARY OF PROJECT TECHNICAL MEMORANDA AND REPORTS:

Task No.	Deliverable	Anticipated Date
2	<ul style="list-style-type: none"> ▪ Plant Operational Testing Protocol TM ▪ Plant Testing Results TM 	5/1/07 7/16/07
3	<ul style="list-style-type: none"> ▪ Phase I Condition Assessment TM ▪ Phase II Condition Assessment TM 	5/15/07 7/16/07
4	<ul style="list-style-type: none"> ▪ Critical Issues TM ▪ Known Capacity Limiting and Reliability Issues and Recommendations TM 	4/1/07 4/25/07
5	<ul style="list-style-type: none"> ▪ High Service Pump Stations and FWTP Intake TM 	5/30/07
6	<ul style="list-style-type: none"> ▪ Improvement Alternatives Recommendations TM ▪ Plant Expansion Alternatives and Solids Handling Evaluation TM 	8/8/07 8/15/07
7	<ul style="list-style-type: none"> ▪ Capital Improvements Plan and Recommendations Draft Final Report ▪ Capital Improvements Plan and Recommendations Final Report 	8/15/07 9/17/07

The following table summarizes the anticipated project meetings throughout the project.

SUMMARY OF PROJECT MEETINGS:

Task No.	Meeting	Anticipated Date
1	PM Kickoff Workshop	3/9/07
1	Project Kickoff Workshop	3/16/07
1	EA FWTP Staff Interviews	3/20/07
1	SRWTP Staff Interviews	3/21/07
3	Condition Assessment Findings Workshop	7/23/07
6	Alternatives Development Workshop	8/10/07
7	Draft Project Recommendations Workshop	9/3/07
7	Final Project Recommendations Meeting	9/21/07
8	Monthly Progress Meetings	Monthly

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TASK	OTHER DIRECT COSTS					COST SUMMARY	
	Ci J R Conkey	Subtotals	Sub-contractor + 10% Markup	Misc. Costs and Printing	Travel	Total ODCs	Total
Column							
TASK 1 - PROJECT STARTUP							
1.1 Project Management Kick-Off Workshop (w/ minutes)	\$0	\$0	\$0	\$500	\$0	\$1,022	
1.2 Project Kick-Off Workshop	\$0	\$0	\$0	\$500	\$450	\$1,400	
1.3 Review Existing Documentation and Regulatory Issues	\$0	\$0	\$0	\$700	\$0	\$1,087	
1.4 Staff Interviews	\$0	\$2,000	\$2,200	\$0	\$450	\$3,154	
Task 1 Total Hours							
Task 1 Total Budget	\$0	\$2,000	\$2,200	\$1,700	\$900	\$6,660	\$44,410
TASK 2- PLANT OPERATIONAL TESTING							
2.1 Protocol Development and Results TMs (incl/ 2.3 to 2.7)	\$0	\$0	\$0	\$200	\$0	\$1,550	
2.2 Summer Plant Operational Testing	\$0	\$0	\$0	\$0	\$0	\$1,512	
2.3 Plant Hydraulic Evaluations	\$0	\$0	\$0	\$0	\$0	\$351	
Task 2 Total Hours							
Task 2 Total Budget	\$0	\$0	\$0	\$200	\$0	\$3,410	\$66,470
TASK 3 - PLANT CONDITION ASSESSMENTS AND ASSET MANAGEMENT						\$0	
3.1 Phase I Plant Condition Assessments and TM	\$0	\$0	\$0	\$200	\$0	\$1,514	
3.2 Phase II Plant Condition Assessments, TM and Workshop	\$0	\$7,000	\$7,700	\$200	\$1,500	\$10,129	
Task 3 Total Hours							
Task 3 Total Budget	\$0	\$7,000	\$7,700	\$400	\$1,500	\$11,640	\$54,250
TASK 4 - INVESTIGATE KNOWN CAPACITY LIMITING AND RELIABILITY ISSUES							
4.1 Address Known Issues and TM	\$0	\$6,000	\$6,600	\$200	\$0	\$8,708	
Task 4 Total Hours							
Task 4 Total Budget	\$0	\$6,000	\$6,600	\$200	\$0	\$8,710	\$43,240
TASK 5 - EVALUATION OF PLANT INTAKES AND HSPS'S							
5.1 SRWTP/FWTP HSPS and TM (for both)	\$0	\$10,000	\$11,000	\$200	\$0	\$11,938	
5.2 FWTP Intake	\$0	\$14,000	\$15,400	\$0	\$0	\$15,706	
Task 5 Total Hours							
Task 5 Total Budget	\$0	\$24,000	\$26,400	\$200	\$0	\$27,640	\$47,640
TASK 6 - DEVELOP IMPROVEMENT ALTERNATIVES							
6.1 Improvement Alternatives Development and TM (w/ workshop to review op	\$15,000	\$28,750	\$31,625	\$200	\$0	\$33,931	
6.2 Plant Expansion and Solids Handling Evaluation and TM	\$0	\$0	\$0	\$200	\$0	\$3,260	
Task 6 Total Hours							
Task 6 Total Budget	\$15,000	\$28,750	\$31,630	\$400	\$0	\$37,190	\$130,410
TASK 7 - CAPITAL IMPROVEMENT PLAN AND REC'S							
7.1 Draft Final Report and PM Review Workshop	\$0	\$8,000	\$8,800	\$200	\$1,500	\$12,822	
7.2 Final Report and Presentation Meeting	\$0	\$0	\$0	\$300	\$0	\$1,758	
Task 7 Total Hours							
Task 7 Total Budget	\$0	\$8,000	\$8,800	\$500	\$1,500	\$14,580	\$83,660
TASK 8 - BUDGET, BILLING, AND PROJECT MANAGEMENT							
8.1 Monthly Billing and Progress Description and Monthly Meetings	\$0	\$5,000	\$5,500	\$160	\$0	\$6,254	
8.2 Project Management	\$0	\$0	\$0	\$0	\$0	\$522	
Task 8 Total Hours							
Task 8 Total Budget	\$0	\$5,000	\$5,500	\$160	\$0	\$6,780	\$29,920
TOTALS							
hours							
dollars	\$15,000	\$80,750	\$88,830	\$3,760	\$3,900	\$116,610	\$500,000

Assistant Professional) Team Leader (Lead Project Professional)
 Technician (Technician)
 (Word Processing)

Attachment 1 to Exhibit B

**Carollo Engineers
Hourly Rate Schedule**

As of March 1, 2007

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$ 121.00
Professional	158.00
Project Professional	190.00
Lead Project Professional	206.00
Senior Professional	227.00
Technicians	
Technicians	95.00
Senior Technicians	137.00
Support Staff	
Word Processing / Clerical	81.00
Project Equipment Communication Expense (PECE) Per DL Hour	9.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage	.485/mile
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Rate x 2.0

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

ID	Task Name	July				August				September				October		
		7/1	7/8	7/15	7/22	7/29	8/5	8/12	8/19	8/26	9/2	9/9	9/16	9/23	9/30	10/7
1	Notice to Proceed															
2	Task 1 - Project Startup															
3	Task 1.1 - Project Management Kick-Off Workshop															
4	Task 1.2 - Project Kick-Off Workshop															
5	Task 1.3 - Review of Existing Documentation and Regulatory Issues															
6	Task 1.4 - Staff Interviews															
7	E.A. Fairbairn WTP Staff Interview															
8	Sacramento River WTP Interview															
9	Task 2 - Plant Operational Testing															
10	Task 2.1 - Protocol Development and Results TM															
11	Plant Operational Testing Protocol TM															
12	Plant Testing Results TM															
13	Task 2.2 - Summer Plant Operational Testing															
14	Sacramento River WTP															
15	E.A. Fairbairn WTP															
16	Task 2.3 - Plant Hydraulic Evaluations															
17	Task 3 - Plant Condition Assessments and Asset Management															
18	Task 3.1 - Phase I Plant Condition Assessments															
19	Phase I Condition Assessment TM															
20	Task 3.2 - Phase II Plant Condition Assessments															
21	Phase II Condition Assessment TM															
22	Condition Assessment Findings Workshop															
23	Task 4 - Investigate Known Capacity Limiting and Reliability Issues															
24	Task 4.1 - Address Known Issues															
25	Address Critical Issues															
26	Critical Issues TM															
27	Address Other Issues															
28	Known Capacity Limiting and Reliability Issues and Rec's TM															
29	Task 5 - Evaluation of Plant Intakes and High Service Pump Stations															
30	Task 5.1 - SRWTP/FWTP HSPS															
31	Task 5.2 - FWTP Intake															
32	High Service Pump Stations and FWTP Intake TM															
33	Task 6 - Development of Improvement Alternatives															
34	Task 6.1 - Improvement Alternatives Development															
35	Improvement Alternatives Recommendations TM															
36	Alternatives Development Workshop															
37	Task 6.2 - Plant Expansion and Solids Handling Evaluation															
38	Plant Expansion Alternatives and Solids Handling Evaluation TM															
39	Task 7 - Capital Improvement Plan and Recommendations Report/Pre															
40	Capital Improvement Plan and Recommendations Draft Final Report															
41	Draft Report Workshop															
42	Capital Improvement Plan and Recommendations Final Report															
43	Final Findings and Report Recommendations Meeting															
44	Task 8 - Budget, Billing, and Project Management															
45	Progress Meetings															

Project: EAFWTP & SRWTP Study
Date: Thu 2/1/07

Task
Split