

**Meeting Date:** 7/15/2014

**Report Type:** Consent

**Report ID:** 2014-00523

**Title:** Sacramento Valley Station Phase 2 Intermodal – Ratifying and Approving Supplemental Agreements

**Location:** District 3

**Recommendation:** Pass a Motion 1) authorizing the City Manager or City Manager's designee to execute Supplemental Agreement No. 8 to City Agreement No. 2013-0571 with Rudolph & Sletten, Inc. in an amount not to exceed \$92,214 for Sacramento Valley Station – Phase 2 Intermodal (T15029041); and 2) ratifying Supplemental Agreements Nos. 1, 3, 5, 6, and 7 to City Agreement No. 2013-0571 with Rudolph & Sletten, Inc., and resetting the City Manager's authority to issue supplemental agreements for City Agreement No. 2013-0571.

**Contact:** Gregory Taylor, AIA, LEED AP, Project Manager, (916) 808-5268; Jerry Way, Director of Public Works, (916) 808-7100, Department of Public Works

**Presenter:** None

**Department:** Public Works Department

**Division:** Planning & Policy

**Dept ID:** 15001041

**Attachments:**

- 1-Description/Analysis
- 2-Background
- 3-Supplemental 1
- 4-Supplemental 3
- 5-Supplemental 5
- 6-Supplemental 6
- 7-Supplemental 7
- 8-Supplemental 8

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**City Attorney Review**

Approved as to Form  
Gerald Hicks  
7/9/2014 5:20:33 PM

**Approvals/Acknowledgements**

Department Director or Designee: Jerry Way - 6/26/2014 4:15:33 PM

## Description/Analysis

**Issue:** The contractor, Rudolph & Sletten Inc., has been working with city staff to provide detailed costs, schedules and feasibility analysis during the pre-construction phase. During the bid phase, the contractor will present construction costs for City Council consideration on September 2, 2014. It is necessary to amend the contract to provide additional time of completion, and supplement labor and bond costs during the bidding phase.

Supplemental Agreement No. 8 in the amount of \$92,214 is needed to extend the Time of Completion an additional 94 days beyond July 15, 2014 and increase the cost for labor, bond and scaffold rental and provide more time to complete bidding for the Guaranteed Maximum Price (GMP).

Supplemental agreements No. 2 and 4 have been previously approved by City Council but the following previous supplemental agreements need to be ratified:

Supplement No. 1 added new Rudolph & Sletten staff to the project and did not affect the cost of services.

Supplement No. 3 extended time 90 days to March 16, 2014 and did not affect the cost of services.

Supplement No. 5 in the amount of \$3,014 for historic glass repair mock-up and temporary light installation test needed for construction bid documents information.

Supplement No. 6 in the amount of \$23,692 to extend time to June 30, 2014 and add masonry cleaning tests needed for bid information.

Supplement No. 7 in the amount of \$23,670 for additional labor and bond during bidding through July 15, 2014.

**Policy Considerations:** The action requested herein is consistent with the City of Sacramento General Plan goals to improve system connectivity and promote economic and infill development. In addition, City Code requires that increases exceeding \$25,000 by the City Manager require Council to subsequently ratify the change order previously issued by the City Manager as per Title 3 Revenue and Finance Chapter 3.60.210.

### Environmental Considerations:

**California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA):** The Federal Highway Administration (FHWA), in consultation with other federal agencies, including the Federal Railroad Administration (FRA), completed an environmental assessment (EA) of the entire Intermodal project (Phases 1-3), consistent with NEPA. FHWA determined that the project would not have a significant effect on

the environment and accordingly issued a Finding of No Significant Impact (FONSI) in August 2009. The City also entered into a Section 106 Programmatic Agreement (PA) regarding treatment of cultural resources with Caltrans and pertinent state and federal agencies. FHWA authorized the City to proceed with implementation with the project, based in part on the conclusion that NEPA had been satisfied. Changes in the design since the award of the Transportation Investment Generating Economic Recovery (TIGER) grant warranted additional review. As the responsible agency for the TIGER grant, FRA has determined that these additional design features constitute an FRA categorical exclusion (CE) for the scope of work in Phase 2. CEQA review was completed for the track relocation activities (Phase 1) and improvement to the Depot (Phase 2). In June 2009, the City Council approved a Mitigated Negative Declaration and a Notice of Determination was filed. The PA was amended in September 2013 to stipulate FRA as the lead agency for Section 106 compliance for the TIGER project and that FRA will take the place of FHWA and Caltrans for all actions where FHWA or Caltrans was the responsible party. A Findings of Effects report was submitted to the State Historic Preservation Officer (SHPO) with conclusions of no adverse effects and SHPO concurred with that conclusion in June of this year.

**Sustainability Considerations:** The Sacramento Intermodal Transportation Facility (SITF) projects will provide various alternative transportation modes including: rail freight movement, passenger rail trains, light rail transit, intercity and local buses, taxicabs, bicycle and pedestrian travel modes, and future modes such as streetcar and California High Speed Rail. The Intermodal Phase 2 project will provide efficiencies, improved operations, customer-oriented enhancements, and greatly expanded usable space.

**Other:** None.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The contractor is in the bid phase of the Design-Assist contract to meet a project schedule date to Council for acceptance of construction work on September 2, 2014. The various preceding supplemental agreements were necessary to extend contract time to ensure bid-phase work continued through to September 2, 2014 Council date.

**Financial Considerations:** As of June 24, 2014, the current budget for all intermodal projects that are currently funded is approximately \$200 million, consisting of federal, state, and local funding. Approximately \$31.9 million is currently unobligated. Grant funding is restricted to specific activities for the Intermodal Project in most cases. For the Intermodal Phase 2 (Sacramento Valley Station) Project, the estimated total cost for design and construction is estimated at \$34 million. There is currently sufficient

unobligated funding to execute the supplemental agreement with Rudolph & Sletten for \$92,214 and complete construction of this phase of the project.

**Disadvantaged Business Enterprise (DBE):** This is a federally-funded project with fund administration involving the Federal Transit Administration. Disadvantaged Business Enterprise (DBE) project participation requirements apply and Local Business Enterprise (LBE) rules are held in abeyance. The contract award will comply with all federal DBE participation requirements.

## **Background**

On June 25<sup>th</sup>, 2013, City Council passed a motion authorizing the City Manager to execute a contract for Design-Assist Services (Report No. 2013-00391) with Rudolph & Sletten, Inc. The current schedule is to complete final construction documents with the Design-Assist of Rudolph & Sletten, Inc. to develop a Guaranteed Maximum Price (GMP) to be brought to City Council for approval in Fall 2014. An earlier requirement to have construction documents completed by June 2013 to comply with the schedule of the City's funding from the federal TIGER IV grant was satisfied with the obligation and acceptance of the grant by the City and Federal Department of Transportation. Construction is to begin in September 2014.

### Additional Costs for Scaffolding

The Phase 2 contractor, Rudolph & Sletten Inc, was authorized to assume rental costs of scaffolding in the Attic and Main Waiting Room from the Seismic Retrofit contractor at a monthly cost of \$9,000 during the Design-Assist phase. The cost for re-erection of the scaffolding by the Phase 2 contractor would exceed \$100,000. When the construction contract is accepted, this cost will be included in the construction contract award.

### Supplemental Agreements previously approved

Supplemental No. 2 in the amount of \$30,000 was for assuming scaffold rental from Seismic Retrofit project contractor for scaffold in Main Waiting Room and Attic that is being used in Phase 2. Monthly costs of \$9,000; however saved City more than \$100,000 in re-staging costs. This supplemental was executed under Title 3.60.210 due to time sensitivity with close of prior project. This supplemental agreement was ratified by City Council December 5, 2013.

Supplemental No. 4 in the amount of \$316,724.00 and extended contract time 105 days to June 17, 2014. The scope of work added for Disadvantage Business Enterprise (DBE) qualifications, additional foundation pile investigations, historic finishes and window glazing mock-ups, scaffold rental and contractor management. This supplemental agreement was approved by City Council March 11, 2014.

City of Sacramento  
**SUPPLEMENTAL AGREEMENT**

Contract #: 2013-0571-1

Purchase Order #:

Supplemental Agreement #: 1

Job#: T15029041

Project Title: Intermodal Phase 2 - Sacramento Valley Station

The City of Sacramento ("City") and **Rudolph & Sletten, Inc.**, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0571 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

**See Exhibit A**

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is unchanged by \$0.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$181,914.00
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$181,914.00
The contract sum will be increased by this Supplemental Agreement:	\$0.00
The new not-to-exceed amount including all Supplemental Agreements:	\$181,914.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

Project Manager

Approved as to Form By:

City Attorney

Approved By:

Contractor

Approved By:

City of Sacramento

*wh*  
7/07-13

Date

Attested to By:

City Clerk

**Exhibit A**  
**Intermodal Phase 2 - Sacramento Valley Station**  
**2013-0571**

<i>Description</i>	<i>Amount</i>																
<b>Supplemental Agreement #1</b>																	
PCO # 1.0 <b>Client Initiated Changes</b>	\$0.00																
Additional staff being added to current contract. Please see attached 10-H forms.																	
1 <b>Items</b>	<b>Total for Change Order # 1    \$0.00</b>																
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 Change Orders</td> <td style="width: 20%;">1 Items</td> <td style="width: 40%;">Total for Contract # 2013-0571</td> <td style="width: 10%; text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Totals By Reason</i></td> <td>Changed/Unforeseen Conditions</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Changes to Bid Documents</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Client Initiated Changes</td> <td style="text-align: right;">\$0.00</td> </tr> </table>		1 Change Orders	1 Items	Total for Contract # 2013-0571	\$0.00	<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00			Changes to Bid Documents	\$0.00			Client Initiated Changes	\$0.00
1 Change Orders	1 Items	Total for Contract # 2013-0571	\$0.00														
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00														
		Changes to Bid Documents	\$0.00														
		Client Initiated Changes	\$0.00														

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Sletten-Carpenters

Date: 06/28/13

Project Name: Intermodel Phase 2 SVS

Project #: T15029041

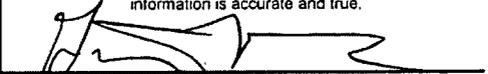
Fringe Benefit %	+	*Overhead %	=	Combined %
81.00%		22.00%		103.00%
Profit %:		7.00%		
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate

	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate
Key Staff (substitutions of key staff can only be completed with)	Carpenter Foreman	Brent Newcomb	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Daniel Montesanti	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Trace McMahon	\$36.82	\$79.98	\$79.98
	Carpenter Journeyman	Paul Clark	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Jose Chacin	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Tom May	\$33.47	\$72.70	\$72.70

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
Estimated Total ODC Amount:				\$0.00

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
- Key Staff shall be determined by City Project Manager.
- The employees' actual hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement and a Notice to Proceed issued by the City Project Manager, prior to commencing work. New staff shall be paid at the same or lower rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain written approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Hourly rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. City Project Manager shall approve any other direct costs.
- With an asterisk (\*), note employees/classifications that are subject to prevailing wage requirements. Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
- \* Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by CONTRACTOR Project Manager and City Project Manager. City shall pay the CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse the CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the CONTRACTOR for any per diem.
- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lamberti, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name: Rudolph & Stetten, Inc.-Laborers

Date: 06/28/13

Project Name: Intermodel Phase 2 SVS

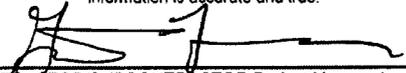
Project #: T15029041

Fringe Benefit %		+	*Overhead %	=	Combined %	
72.00%			21.00%		93.00%	
Profit %:			7.00%			
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	Laborer Group 3	Armando Borroel Yanez		\$26.64	\$55.01	\$55.01
	Laborer Group 3	Gerardo Morales		\$26.64	\$55.01	\$55.01
	Laborer Group 3	Salomon Morales		\$26.64	\$55.01	\$55.01
	Laborer Specialist	Douglas Veliz		\$29.59	\$61.11	\$61.11
Laborer Foreman Group 2	Delane Iverson		\$27.64	\$57.08	\$57.08	

Other Direct Costs (ODC)	Description	Rate	Units	Total
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Estimated Total ODC Amount:				\$0.00

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CONTRACTOR/SUBCONTRACTOR Project Manager's  
Garrett Lambeti, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name: Rudolph & Sletten-Cement Mas

Date: 06/28/13

Project Name: Intermodel Phase 2 SVS

Project #: T15029041

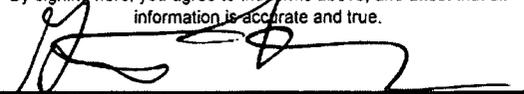
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Key Staff Cement/Mason Journeyman	John Powers	\$29.07	\$60.03	\$60.03

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
	Estimated Total ODC Amount			\$0.00

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 CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lambeti, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name: Rudolph & Sietten, Inc. MNGT

Date: 6/28/13

Project Name: Intermodel Phase 2 SVS

Project #: T15029041

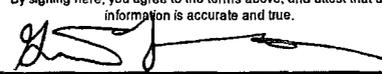
Fringe Benefit %		+ *Overhead %		= Combined %	
47.00%		49.00%		87.00%	
Profit %		7.00%		A + B = Flat Hourly Billing Rate	
(Actual Base Rate + (Actual Base Rate x Combined %)) = A		A x Profit % = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be completed with)	VP Operations	Foad, Jon	\$132.21	\$264.54	\$264.54
	Project Executive	Home, John	\$84.00	\$168.08	\$168.08
	Project Manager	Lamberti, Garrett	\$50.00	\$100.05	\$100.05
	Sr. Superintendent	Beevers, Bruce	\$83.17	\$166.41	\$166.41
	Asst. Superintendent	Davidson, John	\$54.00	\$108.05	\$108.05
	Sr. Project Engineer	Ratajczak, Michael	\$42.00	\$84.04	\$84.04
	Sr. Field Office Coordinator	Kneidl, Mary	\$37.02	\$74.07	\$74.07
	Estimating Admin	Khalasi Roshni	\$25.00	\$50.02	\$50.02
	Safety Director	Miller, Brian	\$68.27	\$136.60	\$136.60
	Mechanical Group Manager	McElligott, Brian	\$77.40	\$154.87	\$154.87
	Jobsite Safety Coordinator	McDonald, Travis	\$44.00	\$88.04	\$88.04
	Sr. Mechanical Coordinator	Burnett, Peter	\$55.29	\$110.63	\$110.63
	Cost Engineer	Duncan, John	\$33.65	\$67.33	\$67.33
	VP Estimating	Mohrman, Mike	\$139.90	\$279.93	\$279.93
	Sr. Estimator	Pon, Jim	\$80.77	\$161.61	\$161.61
	Sr. Electrical Estimator	Callison, Fred	\$83.17	\$166.41	\$166.41
	Sr. Mechanical Estimator	Satoutah, Brahim	\$109.62	\$219.34	\$219.34
Sr. Mechanical Estimator	Murphy, John	\$91.83	\$183.74	\$183.74	
Sr. Mechanical Estimator	Brunell, James	\$74.97	\$150.01	\$150.01	
Sr. Project Estimator	Kobey, Mark	\$57.69	\$115.43	\$115.43	

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Austerman Lump Sum Concrete Cutting	At Cost		\$26,330.00
	Other: Material and Equipment	At Cost		\$13,060.00
	Liability	At Cost		\$820.00
	Bond	At Cost		\$2,734.00
	Forensics Analytical Testing	At Cost		\$4,820.00
		At Cost		
Estimated Total ODC Amount:				\$47,764.00

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- With an asterisk (\*), note employees/classifications that are subject to prevailing wage requirements. Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
- \* Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by CONTRACTOR Project Manager and City Project Manager. City shall pay the CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse the CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the CONTRACTOR for any per diem.
- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.



CONTRACTOR/SUBCONTRACTOR Project Manager's  
Garrett Lamberti, Project Manager

# Exhibit 10-H Cost Proposal

Date 17 June 2013  
 Contract No.  
 Project Number  
 Consultant Dreyfuss & Blackford Architects

## DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Arch. Project Mgr.	Costa, Jennifer		64	\$34.50	\$2,208.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
Subtotal Direct Labor					\$2,208.00	
Anticipated Salary Increase					\$176.64	
<b>Total Direct Labor Costs</b>					<b>\$2,384.64</b>	
<b>Fringe Benefits</b>	fringe benefit rate	80.00%		\$1,907.71		
<b>Total Fringe Benefits</b>					<b>\$1,907.71</b>	
<b>Indirect Costs</b>	general overhead	175.00%		\$4,173.12		
<b>Total Indirect Costs</b>					<b>\$4,173.12</b>	
<b>TOTAL LABOR</b>						<b>\$8,465.47</b>
<b>FEE</b>						
	Profit	20.00%		\$1,693.09		
<b>Total</b>					<b>\$1,693.09</b>	
<b>TOTAL FEE</b>						<b>\$1,693.09</b>
<b>OTHER COSTS</b>						
	Travel Costs					
	Equipment and Supplies					
	Other Costs (printing, copies, etc.)					
<b>Total Other Costs</b>					<b>\$0.00</b>	
<b>TOTAL OTHER COSTS</b>						<b>\$0.00</b>
<b>SUBCONSULTANT COSTS</b>						
	(see attached Cost Proposals)			Total Subcontractor Costs		<b>\$0.00</b>
<b>TOTAL COSTS</b>						<b>\$10,158.57</b>

**City of Sacramento  
SUPPLEMENTAL AGREEMENT**

Contract #: **2013-0571-3**

Purchase Order #:

**Supplemental Agreement #: 3**

Job#: **T15029041**

Project Title: **Intermodal Phase 2 - Sacramento Valley Station**

The City of Sacramento ("City") and **Rudolph & Sletten, Inc.**, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0571 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

**See Exhibit A**

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is unchanged by \$0.00 and said maximum not-to-exceed amount is amended as follows:

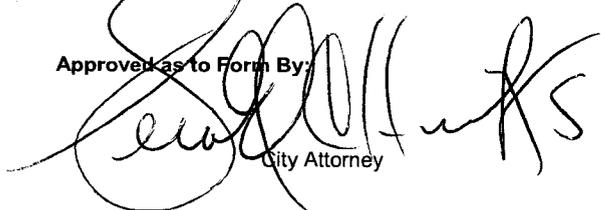
The original not-to-exceed amount:	\$181,914.00
The net change by previous Supplemental Agreements:	<u>\$30,000.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$211,914.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$0.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	\$211,914.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 90 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

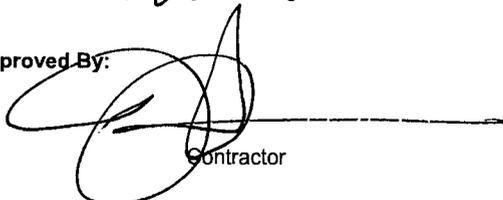
Approval Recommended By:

  
Project Manager

Approved as to Form By:

  
City Attorney

Approved By:

  
Contractor

Approved By:

  
City of Sacramento

Attested to By:

  
City Clerk

12-16-13  
Executed Date

12-17-13

**Exhibit A**  
**Intermodal Phase 2 - Sacramento Valley Station**  
**2013-0571**

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #3</b>	
<b>PCO # 3.0 Changes to Bid Documents</b>	<b>\$0.00</b>
12/03/13 Working days for this project are extended by 90 days per this supplement.	
1 Items	<b>Total for Change Order # 3 \$0.00</b>
1 Change Orders	<b>Total for Contract # 2013-0571 \$0.00</b>
<i>Totals By Reason</i>	
	<b>Changed/Unforeseen Conditions \$0.00</b>
	<b>Changes to Bid Documents \$0.00</b>
	<b>Client Initiated Changes \$0.00</b>

City of Sacramento  
**SUPPLEMENTAL AGREEMENT**

Contract #: 2013-0571-5

Purchase Order #:

Supplemental Agreement #: 5

Job#: T15029041

Project Title: Intermodal Phase 2 - Sacramento Valley Station

The City of Sacramento ("City") and Rudolph & Sletten, Inc., ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0571 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

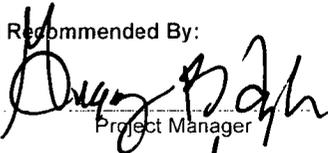
See Exhibit A

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$3,014.00 and said maximum not-to-exceed amount is amended as follows:

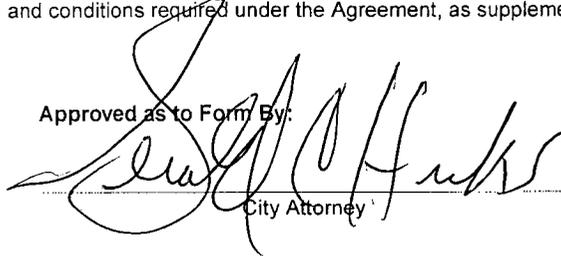
The original not-to-exceed amount:	\$181,914.00
The net change by previous Supplemental Agreements:	\$346,724.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$528,638.00
The contract sum will be increased by this Supplemental Agreement:	\$3,014.00
The new not-to-exceed amount including all Supplemental Agreements:	\$531,652.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 0 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

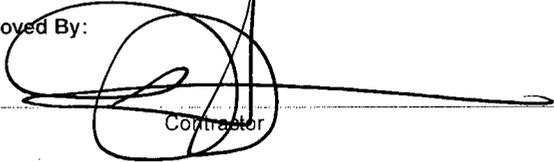
Approval Recommended By:

  
Project Manager

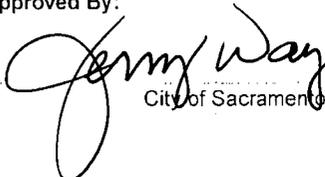
Approved as to Form By:

  
City Attorney

Approved By:

  
Contractor

Approved By:

  
City of Sacramento

Executed Date

Attested to By:

  
City Clerk  
5-21-14

**Exhibit A**  
**Intermodal Phase 2 - Sacramento Valley Station**  
**2013-0571**  
05/12/14

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #5</b>	
PCO # 11.0 Client Initiated Changes	\$3,014.00
05/12/14 VCA-PCO 008 Purchase and insall glass for an additional 2 window mockup to compare against existing Ocre window as matching replacement glass for construction. Temporary installation of a Winona LED light to demonstrate lighting of firesprinkler heads against barrell ceiling. Time to prepare and present mockups at night.	

1	Items	Total for Change Order #	5	\$3,014.00
---	-------	--------------------------	---	------------

1	Items	Total for Contract #	2013-0571	\$3,014.00
<i>Totals By Reason</i>		Changed/Unforeseen Conditions		\$0.00
		Changes to Bid Documents		\$0.00
		Client Initiated Changes		\$3,014.00

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 4  
 CONTRACTOR Name: Rudolph & Sletten, Inc. MNGT Date: 2/27/2014  
 Project Name: Intermodal Phase 2 SVS  
 Project #: T15029041

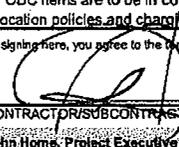
Fringe Benefit % 47.00% + \*Overhead % 40.00% = Combined % 87.00%  
 Profit %: 7.00%  
 [Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A  
 A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate.

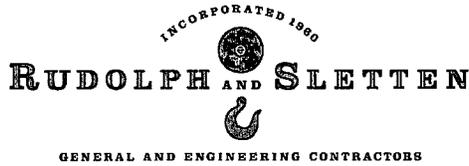
Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		VP Operations	Foad, Jon	\$132.21	\$264.54	\$264.54
		Project Executive	Home, John	\$84.00	\$168.08	\$168.08
		Project Manager	Lambert, Garrett	\$50.00	\$100.05	\$100.05
		Sr. Project Engineer	Tankersley, Steven	\$38.46	\$76.95	\$76.95
		Subcontractor Prequalification Manager	Lidyoff, Marissa	\$28.85	\$57.73	\$57.73
		Sr. Superintendent	Beevers, Bruce	\$83.17	\$166.41	\$166.41
		Asst. Superintendent	Davidson, John	\$54.00	\$108.05	\$108.05
		Sr. Project Engineer	Ratajczak, Michael	\$42.00	\$84.04	\$84.04
		Sr. Field Office Coordinator	Kneidi, Mary	\$37.02	\$74.07	\$74.07
		Estimating Admin	Khalasi Roshni	\$25.00	\$50.02	\$50.02
		Safety Director	Miller, Brian	\$68.27	\$136.60	\$136.60
		Mechanical Group Manager	McElligott, Brian	\$77.40	\$154.87	\$154.87
		Jobsite Safety Coordinator	McDonald, Travis	\$44.00	\$88.04	\$88.04
		Sr. Mechanical Coordinator	Burnett, Peter	\$55.29	\$110.63	\$110.63
		Cost Engineer	Duncan, John	\$33.65	\$67.33	\$67.33
		VP Estimating	Mohrman, Mike	\$139.90	\$279.93	\$279.93
		Sr. Estimator	Pon, Jim	\$80.77	\$161.61	\$161.61
		Sr. Electrical Estimator	Callison, Fred	\$83.17	\$166.41	\$166.41
		Sr. Mechanical Estimator	Satoutah, Ibrahim	\$109.62	\$219.34	\$219.34
		Sr. Mechanical Estimator	Murphy, John	\$91.83	\$183.74	\$183.74
		Sr. Mechanical Estimator	Brunell, James	\$74.97	\$150.01	\$150.01
		Sr. Project Estimator	Kobay, Mark	\$57.69	\$115.43	\$115.43

Total Other Direct Costs (ODC)	Estimated Total ODC Amount Shall Be Contract Total (cumulative)	Description	Rate	Units	Total	
		Austerman Lump Sum Concrete Cutting	At Cost			\$42,139.00
		Other, Material and Equipment	At Cost			\$21,582.00
		Liability	At Cost			\$2,247.00
		Bond	At Cost			\$3,687.00
		Forensics Analytical Testing	At Cost			\$4,820.00
		Skyline Scaffolding	At Cost			\$57,000.00
		Evergreene	At Cost			\$18,750.00
		Giampolini	At Cost			\$16,055.00
		Prequal Advertising Costs (R&S)	At Cost			\$1,610.00
Estimated Total ODC Amount:					\$167,870.00	

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e. Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 John Home, Project Executive



**Sacramento Valley Station PhII**  
 401 I Street  
 Sacramento, CA 95814-2308

5/9/2014

Greg Taylor  
 City of Sacramento  
 5730 - 24th Street  
 Building #4

**Subject: Potential Change Order Number 9002**

**Reference: Sacramento Valley Stn Int PhII - Phase 2 Glass and LED Light Mock Up**

Dear Greg Taylor:

This letter is to request approval of a potential change as follows:

PCO Number: 9002  
 Date: 5/9/2014  
 Description: Phase 2 Glass and LED Light Mock Up  
**Submitted Amt: \$3,013.62**  
 Brief Narrative: The following cost is to Mock Up additional Glass and LED fixture to finalize scope. Glass to be ordered will be Kokomo 183-kdr. The LED fixture is on loan from Winona. Once shipped light samples need to be returned no later than 45 days or fixture will need to be purchased at \$2500. 2-4 week lead time once shipping has been paid.

Total Cost = **\$3,013.62**

See the attached backup for additional breakdown.

The cost breakdown is as follows:

Item	Description	Submitted Cost	Trade Contractor
0001	Glass Sample Installation - Labor	\$864.00	RUDOLPH & SLETTEN
0002	LED Light Sample Installation - Labor	\$864.00	RUDOLPH & SLETTEN
0003	LED 3 ea. 4' Long Sample - Material	\$150.00	RUDOLPH & SLETTEN
0004	Glass Mock Up Samples - Material	\$194.22	RUDOLPH & SLETTEN
0005	Bond	\$21.00	RUDOLPH & SLETTEN
0006	Liability Insurance @1.10%	\$32.00	RUDOLPH & SLETTEN

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 4  
 CONTRACTOR Name: Rudolph & Sletten, Inc. MNGI Date: 2/27/2014  
 Project Name: Intermodal Phase 2 SVS  
 Project #: T15029041

Fringe Benefit % + \*Overhead % = Combined %  
 47.00% + 40.00% = 87.00%  
 Profit %: 7.00%  
 [Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A  
 A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or Ofr)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		VP Operations	Foad, Jon	\$132.21	\$264.54	\$264.54
		Project Executive	Home, John	\$84.00	\$168.08	\$168.08
		Project Manager	Lambert, Garrett	\$50.00	\$100.05	\$100.05
		Sr. Project Engineer	Tankersley, Steven	\$38.46	\$76.95	\$76.95
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		Safety Director	Müller, Brian	\$68.27	\$136.60	\$136.60
		Mechanical Group Manager	McElligott, Brian	\$77.40	\$154.87	\$154.87
		Jobsite Safety Coordinator	McDonald, Travis	\$44.00	\$88.04	\$88.04
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		Sr. Mechanical Estimator	Brunell, James	\$74.97	\$150.01	\$150.01
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Estimated Total ODC Amount:				\$167,870.00			

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- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 John Hama, Project Executive

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Sletten-Carpenters

Date: 06/28/13

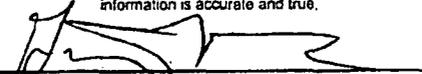
Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit %		+ *Overhead %		= Combined %	
81.00%		22.00%		103.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be completed with)	Carpenter Foreman	Brent Newcomb	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Daniel Montesanti	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Trace McMahon	\$36.82	\$79.98	\$79.98
	Carpenter Journeyman	Paul Clark	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Jose Chacin	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Tom May	\$33.47	\$72.70	\$72.70
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
Estimated Total ODC Amount				\$0.00	

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
- Key Staff shall be determined by City Project Manager.
- The employees' actual hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement and a Notice to Proceed issued by the City Project Manager, prior to commencing work. New staff shall be paid at the same or lower rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain written approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Hourly rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. City Project Manager shall approve any other direct costs.
- With an asterisk (\*), note employees/classifications that are subject to prevailing wage requirements. Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
- \* Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by CONTRACTOR Project Manager and City Project Manager. City shall pay the CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse the CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the CONTRACTOR for any per diem.
- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lamberti, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Stetten, Inc. Laborers

Date: 06/28/13

Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit %		+ *Overhead %		= Combined %	
72.00%		21.00%		93.00%	
Profit %:		7.00%			
(Actual Base Rate + (Actual Base Rate x Combined%)) = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be)	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate
	Laborer Group 3	Armando Borroel Yanez	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Gerardo Morales	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Salomon Morales	\$26.64	\$55.01	\$55.01
	Laborer Specialist	Douglas Veliz	\$29.59	\$61.11	\$61.11
	Laborer Foreman Group 2	Delane Iverson	\$27.64	\$57.08	\$57.08

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
(Estimated Total ODC Amount)				\$0.00

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
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- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.



CONTRACTOR/SUBCONTRACTOR Project Manager's

Garrett Lambert, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name:

Rudolph & Sletten Cement Mas

Date:

06/28/13

Project Name:

Intermodal Phase 2 SVS

Project #:

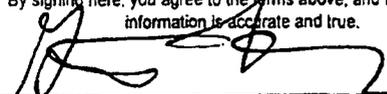
T15029041

Fringe Benefit % 72.00%	+ *Overhead % 21.00%	=	Combined % 93.00%	
Profit %: 7.00%				
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B	A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate
Key Staff Cement Mason Journeyman	John Powers	\$29.07	\$60.03	\$60.03

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
Estimated Total ODC Amount				\$0.00

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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CONTRACTOR/SUBCONTRACTOR Project Manager's

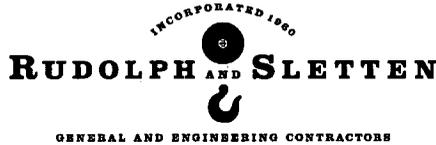
Garrett Lambell, Project Manager

# Exhibit 10-H Cost Proposal

Date 17 June 2013  
 Contract No.  
 Project Number  
 Consultant Dreyfuss & Blackford Architects

## DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Arch. Project Mgr.	Costa, Jennifer		64	\$34.50	\$2,208.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
Subtotal Direct Labor					\$2,208.00	
Anticipated Salary Increase					\$176.64	
Total Direct Labor Costs					\$2,384.64	
<b>Fringe Benefits</b>	fringe benefit rate	80:00%		\$1,907.71		
Total Fringe Benefits					\$1,907.71	
<b>Indirect Costs</b>	general overhead	175:00%		\$4,173.12		
Total Indirect Costs					\$4,173.12	
<b>TOTAL LABOR</b>						<b>\$8,465.47</b>
<b>FEE</b>						
	Profit	20:00%		\$1,693.09		
Total					\$1,693.09	
<b>TOTAL FEE</b>						<b>\$1,693.09</b>
<b>OTHER COSTS</b>						
	Travel Costs					
	Equipment and Supplies					
	Other Costs (printing, copies, etc.)					
Total Other Costs					\$0.00	
<b>TOTAL OTHER COSTS</b>						<b>\$0.00</b>
<b>SUBCONSULTANT COSTS</b>						
(see attached Cost Proposals)			Total Subcontractor Costs			\$0.00
<b>TOTAL COSTS</b>						<b>\$10,158.57</b>



City of Sacramento					PROJECT EXECUTIVE: John Home		
401 I Street					ESTIMATED BY: Ryan Ainsworth		
Sacramento, CA					SCHEDULE DURATION: 3 weeks		
June 14, 2013					APPROXIMATE SF:		
<b>Rudolph and Sletten, Inc.</b> <b>CONSTRUCTION ESTIMATE</b> <b>Sacramento Valley Station - Basement Structural Investigation</b>							
LINE	ITEM OF WORK	LABOR	MATLS.	EQPT.	OTHER	SUBS	TOTAL
<b>R&amp;S - GENERAL CONDITIONS</b>							
1A	Preconstruction	\$0	\$0	\$0	\$0		\$0
1B	Construction	\$11,904	\$200	\$875	\$1,120		\$14,099
1C	Special Requirements	\$0	\$0	\$0	\$840		\$840
	<b>R&amp;S GCs SUBTOTAL</b>	<b>\$11,904</b>	<b>\$200</b>	<b>\$875</b>	<b>\$1,960</b>		<b>\$14,939</b>
<b>R&amp;S - DIRECT JOB COSTS</b>							
10	Sub Supervision / Coordination / Safety (in GC's)	\$0	\$0	\$975	\$650		\$1,625 R&S Estimate
20	Dust Protection & Safety	\$4,680	\$2,250	\$2,350	\$1,550		\$10,830 R&S Estimate
30	Excavation	\$8,775	\$250	\$0	\$0		\$9,025 R&S Estimate
40	Backfill	\$5,850	\$0	\$0	\$0		\$5,850 R&S Estimate
	<b>R &amp; S DIRECT SUBTOTAL</b>	<b>\$19,305</b>	<b>\$2,500</b>	<b>\$3,325</b>	<b>\$2,200</b>		<b>\$27,330</b>
<b>SUBCONTRACTORS AND ALLOWANCES</b>							
101	Hazardous Materials Testing						\$4,820 Forensic Analytical
102	Concrete Demolition						\$27,500 R&S Allowance
	<b>SUB / ALLOW SUBTOTAL</b>						<b>\$32,320</b>
<b>ALLOWANCES</b>							
				SUBCONTRACTORS AND ALLOW.			\$32,320
A		\$0		R&S: GCs AND DIRECT JOB COSTS			\$42,269
B		\$0			SUBTOTAL		\$74,589
C		\$0		ALLOWANCES			\$0
D		\$0			SUBTOTAL		\$74,589
E		\$0		LIABILITY INS @ 1.10%			\$820
F		\$0			SUBTOTAL		\$75,409
G		\$0		FEE 5.00%			\$3,770
	<b>OWNER ALLOWANCES TOTAL</b>	<b>\$0</b>		<b>CONSTRUCTION TOTAL</b>			<b>\$79,180</b>
<b>Qualifications/Exclusions</b>							
1.)	Excludes Hazardous Material removal and/or disposal.						
2.)	Excludes working in protective suits and/or breathing apparatuses.						
3.)	Concrete spoils to remain in basement and/or be used as backfill.						
4.)	Concrete pourback to be completed during phase 2.						

**City of Sacramento  
SUPPLEMENTAL AGREEMENT**

Contract #: **2013-0571-6**

Purchase Order #:

**Supplemental Agreement #: 6**

Job#: **T15029041**

Project Title: **Intermodal Phase 2 - Sacramento Valley Station**

The City of Sacramento ("City") and **Rudolph & Sletten, Inc.**, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0571 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

**See Exhibit A**

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$23,962.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$181,914.00
The net change by previous Supplemental Agreements:	<u>\$349,738.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$531,652.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$23,962.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	\$555,614.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 9 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

*[Signature]*  
Project Manager

Approved as to Form By:

*[Signature]*  
City Attorney

Approved By:

*[Signature]*  
Contractor

Approved By:

*[Signature]*  
City of Sacramento

6-17-14  
Executed Date

Attested to By:

*[Signature]*  
City Clerk

**2013-0571-6**

**Title:** Intermodal Phase 2-Sacramento Valley Station  
**Other Party:** Rudolph and Sletten, Inc.

# Exhibit A

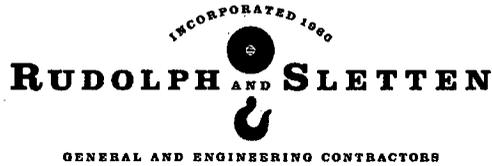
## Intermodal Phase 2 - Sacramento Valley Station

2013-0571

06/16/14

<i>Description</i>	<i>Amount</i>												
<b>Supplemental Agreement #6</b>													
PCO # 12.0 Client Initiated Changes	\$23,962.00												
06/16/14      Extend contract time 9 days and staff labor totaling \$19,314.00 to June 30th for total of \$19,314. An additional \$4, 648 is included for Masonry Cleaning mock-up performed by Giampolini-Courtney and coordinated by Rudolph & Sletten to test additional masonry cleaning products. The prior test mock-ups have not produced the desired cleaning results. The results of this mock-up will provide information for bidding the job and giving clarity for the Guarenteed Maximum Price (GMP).													
1 <b>Items</b>	<b>Total for Change Order #    6</b>												
	<b>\$23,962.00</b>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: right;">1    <b>Items</b></td> <td style="text-align: right;"><b>Total for Contract #    2013-0571</b></td> <td style="text-align: right;"><b>\$23,962.00</b></td> </tr> <tr> <td style="text-align: right;"><b>Totals By Reason</b></td> <td style="text-align: right;"><b>Changed/Unforeseen Conditions</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Changes to Bid Documents</b></td> <td style="text-align: right;"><b>\$0.00</b></td> </tr> <tr> <td></td> <td style="text-align: right;"><b>Client Initiated Changes</b></td> <td style="text-align: right;"><b>\$23,962.00</b></td> </tr> </table>		1 <b>Items</b>	<b>Total for Contract #    2013-0571</b>	<b>\$23,962.00</b>	<b>Totals By Reason</b>	<b>Changed/Unforeseen Conditions</b>	<b>\$0.00</b>		<b>Changes to Bid Documents</b>	<b>\$0.00</b>		<b>Client Initiated Changes</b>	<b>\$23,962.00</b>
1 <b>Items</b>	<b>Total for Contract #    2013-0571</b>	<b>\$23,962.00</b>											
<b>Totals By Reason</b>	<b>Changed/Unforeseen Conditions</b>	<b>\$0.00</b>											
	<b>Changes to Bid Documents</b>	<b>\$0.00</b>											
	<b>Client Initiated Changes</b>	<b>\$23,962.00</b>											

R&S PCO 09003		SVS PHASE 2 - Additional Masonry Cleaning Mock Up and Scaffold Rental					6/10/2014	
Item	Scope	Description	Labor Rate	Labor	Material	Equipment	Other	Total
<b>Rudolph and Sletten</b>								
1	Superintendent Coordination	John Davidson part time for Supervision Mock Up Work	\$ 108.05	\$ 864.40	\$ -	\$ -	\$ -	\$ 864.40
2	R&S Management	Price coordination and contracts	\$ 100.05	\$ 400.20	\$ -	\$ -	\$ -	\$ 400.20
3	R&S Admin	manage LCP and Certified Payroll Requirements	\$ 74.07	\$ 148.14				\$ 148.14
				Subtotal of R&S Work Above	\$ 1,412.74	\$ -	\$ -	\$ 1,412.74
<b>Subcontractors</b>								
1	Giampolini	Per VCA Pricing Request dated 6-4-14 titled SVS-2 Additional Brick Cleaning Mock Up						\$ 3,200
2	Skyline Scaffold	Extension of Rental Period for the Attic and Scaffold Decking in the Lobby Area for months of August, September and October ( <b>hold for next supplemental</b> )						\$ -
				Subtotal of Subcontracted Work Above				\$ 3,200
				Total of R&S and Sub Work Above				\$ 4,613
				Bond @ .76%				\$ 35
				<b>Total</b>				\$ <b>4,648</b>
Note: Work assumed to be during normal hours. Building access will be coordinated thru VCA to perform work.								



June 13, 2014

Greg Taylor  
Department of Public Works  
City of Sacramento  
915 I Street, 2nd Floor  
Sacramento, CA 95814

Reference: City of Sacramento - Sacramento Valley Station (SVS) Phase II  
COS Contract No. 2013-0571 / COS Project No. T15029041 / R&S Job No. 10172309

Dear Greg:

As an amendment to our June 9, 2014 letter, please find attached as discussed on June 12, 2014.

We are submitting additional budget project for R&S preconstruction staff costs through 6/30/14 for **\$19,314**; please find attached.

Additionally, we are submitting a continuation of the masonry mock-up work for **\$4,648**; please find attached.

Total request for both items above is for **\$23,962**, and a time extension of **13 calendar days (9 working days)**.

A request for the balance of the precon staff costs and time through 9/5/14 will be submitted separately.

Sincerely,

A handwritten signature in black ink, appearing to be "John Home", written over a horizontal line.

John Home  
Project Executive  
Rudolph and Sletten, Inc.

**PRECONSTRUCTION EXTENSION COST REQUEST**

**Sacramento Valley Station Phase II**

6/9/2014

**Estimated Costs from 6/17/14 thru 6/30/14**

<b>General Conditions</b>	<b>Rates</b>	<b>June</b>	<b>Hours</b>
Project Manager - Garrett Lamberti	\$ 100.05	\$ 7,204	72
Project Executive - John Home	\$ 168.08	\$ 1,345	8
Field Office Coordinator - Mary Kneidl	\$ 74.07	\$ 2,370	32
Superintendent - John Davidson	\$ 108.05	\$ 7,780	72
Sr. Project Engineer - Steven Tankersley	\$ 76.95	\$ 616	8
<b>Totals</b>	<b>\$</b>	<b>\$ 19,314</b>	<b>192</b>

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 6  
 CONTRACTOR Name: Rudolph & Sletten, Inc. MNGT Date: 6/16/2014  
 Project Name: Intermodel Phase 2 SVS  
 Project #: T15029041

Fringe Benefit %	+	*Overhead %	=	Combined %
47.00%		40.00%		87.00%
Profit %:		7.00%		
[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A				
A x Profit % = B		A + B = Actual Fully Loaded Hourly Rate		

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		VP Operations	Foad, Jon	\$132.21	\$264.54	\$264.54
		Project Executive	Home, John	\$84.00	\$168.08	\$168.08
		Project Manager	Lamberti, Garrett	\$50.00	\$100.05	\$100.05
		Sr. Project Engineer	Tankersley, Steven	\$38.46	\$76.95	\$76.95
		Subcontractor Prequalification Manager	Lidyoff, Marissa	\$28.85	\$57.73	\$57.73
		Sr. Superintendent	Beevers, Bruce	\$83.17	\$166.41	\$166.41
		Asst. Superintendent	Davidson, John	\$54.00	\$108.05	\$108.05
		Sr. Project Engineer	Ratajczak, Michael	\$42.00	\$84.04	\$84.04
		Sr. Field Office Coordinator	Kneidl, Mary	\$37.02	\$74.07	\$74.07
		Estimating Admin	Khalasi Roshni	\$25.00	\$50.02	\$50.02
		Safety Director	Miller, Brian	\$68.27	\$136.60	\$136.60
		Mechanical Group Manager	McElligott, Brian	\$77.40	\$154.87	\$154.87
		Jobsite Safety Coordinator	McDonald, Travis	\$44.00	\$88.04	\$88.04
		Sr. Mechanical Coordinator	Burnett, Peter	\$55.29	\$110.63	\$110.63
		Cost Engineer	Duncan, John	\$33.65	\$67.33	\$67.33
		VP Estimating	Mohrman, Mike	\$139.90	\$279.93	\$279.93
		Sr. Estimator	Pon, Jim	\$80.77	\$161.61	\$161.61
		Sr. Electrical Estimator	Callison, Fred	\$83.17	\$166.41	\$166.41
		Sr. Mechanical Estimator	Satoutah, Brahim	\$109.62	\$219.34	\$219.34
		Sr. Mechanical Estimator	Murphy, John	\$91.83	\$183.74	\$183.74
		Sr. Mechanical Estimator	Brunell, James	\$74.97	\$150.01	\$150.01
		Sr. Project Estimator	Kobey, Mark	\$57.69	\$115.43	\$115.43

Total Other Direct Costs (ODC)	Estimated Total ODC Amount Shall Be Contract Totals (cumulative)	Description	Rate	Units	Total	
		Austerman Lump Sum Concrete Cutting	At Cost			\$42,139.00
		Other, Material and Equipment	At Cost			\$21,906.00
		Liability	At Cost			\$2,279.00
		Bond	At Cost			\$3,743.00
		Forensics Analytical Testing	At Cost			\$4,820.00
		Skyline Scaffolding	At Cost			\$57,000.00
		Evergreene	At Cost			\$18,750.00
		Giampolini	At Cost			\$19,255.00
		Prequal Advertising Costs (R&S)	At Cost			\$1,610.00
Estimated Total ODC Amount:					\$171,502.00	

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e. Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 John Home, Project Executive

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: **Rudolph & Sletten Carpenters**

Date: **06/28/13**

Project Name: **Intermodal Phase 2 SVS**

Project #: **T15029041**

Fringe Benefit %		+ *Overhead %		= Combined %	
81.00%		22.00%		103.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be completed with)	Carpenter Foreman	Brent Newcomb	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Daniel Montesanti	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Trace McMahon	\$36.82	\$79.98	\$79.98
	Carpenter Journeyman	Paul Clark	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Jose Chacin	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Tom May	\$33.47	\$72.70	\$72.70
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
Estimated Total ODC Amount				\$0.00	

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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- \* Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by CONTRACTOR Project Manager and City Project Manager. City shall pay the CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PVWD/>
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- The Project will not reimburse the CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the CONTRACTOR for any per diem.
- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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CONTRACTOR/SUBCONTRACTOR Project Manager's

Garrett Lambert, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Stetten, Inc. Laborers

Date: 06/28/13

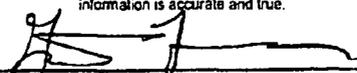
Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit %		+ Overhead %		= Combined %	
72.00%		21.00%		93.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A			A x Profit% = B		A + B = Flat Hourly Billing Rate
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be)	Laborer Group 3	Armando Borroel Yanez	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Gerardo Morales	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Salomon Morales	\$26.64	\$55.01	\$55.01
	Laborer Specialist	Douglas Veliz	\$29.59	\$61.11	\$61.11
	Laborer Foreman Group 2	Delano Iverson	\$27.64	\$57.08	\$57.08
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
(Estimated Total ODC Amount)				\$0.00	

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lambert, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name:

Rudolph & Sletten-Cement Mas

Date:

06/28/13

Project Name:

Intermodal Phase 2 SVS

Project #:

T15029041

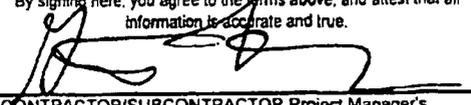
Fringe Benefit %	+ *Overhead %	=	Combined %
72.00%	21.00%		93.00%
Profit %:	7.00%		
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B	A + B = Flat Hourly Billing Rate

Key	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate
Key 5	Cement Mason Journeyman	John Powers	\$29.07	\$60.03	\$60.03

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
Estimated Total ODC Amount				\$0.00

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

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CONTRACTOR/SUBCONTRACTOR Project Manager's  
Garrett Lambett, Project Manager

# Exhibit 10-H Cost Proposal

Date 17 June 2013  
 Contract No.  
 Project Number  
 Consultant Dreyfuss & Blackford Architects

## DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Arch. Project Mgr.	Costa, Jennifer		64	\$34.50	\$2,208.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
Subtotal Direct Labor					\$2,208.00	
Anticipated Salary Increase					\$176.64	
Total Direct Labor Costs					\$2,384.64	
<b>Fringe Benefits</b>						
	fringe benefit rate	80.00%		\$1,907.71		
Total Fringe Benefits					\$1,907.71	
<b>Indirect Costs</b>						
	general overhead	175.00%		\$4,173.12		
Total Indirect Costs					\$4,173.12	
<b>TOTAL LABOR</b>						<b>\$8,465.47</b>
<b>FEE</b>						
	Profit	20.00%		\$1,693.09		
Total					\$1,693.09	
<b>TOTAL FEE</b>						<b>\$1,693.09</b>
<b>OTHER COSTS</b>						
	Travel Costs					
	Equipment and Supplies					
	Other Costs (printing, copies, etc.)					
Total Other Costs					\$0.00	
<b>TOTAL OTHER COSTS</b>						<b>\$0.00</b>
<b>SUBCONSULTANT COSTS</b>						
(see attached Cost Proposals)			Total Subcontractor Costs			\$0.00
<b>TOTAL COSTS</b>						<b>\$10,158.57</b>

**City of Sacramento  
SUPPLEMENTAL AGREEMENT**

Contract #: **2013-0571-7**

Purchase Order #:

**Supplemental Agreement #: 7**

Job#: **T15029041**

Project Title: **Intermodal Phase 2 - Sacramento Valley Station**

The City of Sacramento ("City") and **Rudolph & Sletten, Inc.**, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0571 including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereby collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

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

**See Exhibit A**

- 2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement of Payment of Contractor's fees and expenses, is increased by \$23,670.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$181,914.00
The net change by previous Supplemental Agreements:	\$373,700.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$555,614.00
The contract sum will be increased by this Supplemental Agreement:	\$23,670.00
The new not-to-exceed amount including all Supplemental Agreements:	\$579,284.00

- 3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 15 Days by reason of the performance of the work required by this Supplemental Agreement.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

Approval Recommended By:

  
Project Manager

Approved as to Form By:

  
City Attorney

Approved By:

  
Contractor

Approved By:

Attested to By:

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

\_\_\_\_\_  
Executed Date

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

**Exhibit A**  
**Intermodal Phase 2 - Sacramento Valley Station**  
**2013-0571**  
*06/20/14*

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #7</b>	
<b>PCO # 13.0 Client Initiated Changes</b>	\$23,670.00
06/20/14    Extend Time of Completion by 15 calendar days to July 15th, 2014 with additional labor and bond. Total contract amount increase of \$23,670 to provide labor and bond during bidding phase until Council returns from recess July 15th.	
1 <b>Items</b>	<b>Total for Change Order # 7    \$23,670.00</b>

1 <b>Items</b>	<b>Total for Contract # 2013-0571    \$23,670.00</b>
<b>Totals By Reason</b>	
	<b>Changed/Unforeseen Conditions    \$0.00</b>
	<b>Changes to Bid Documents    \$0.00</b>
	<b>Client Initiated Changes    \$23,670.00</b>

**PRECONSTRUCTION EXTENSION COST REQUEST**  
**Sacramento Valley Station Phase II**  
**Supplemental 7**

**Estimated Costs from 7/1/14 thru 7/15/14**

General Conditions	Rates	July	Hours
Project Manager - Garrett Lamberti	\$ 100.05	\$ 8,804	88
Project Executive - John Home	\$ 168.08	\$ 1,608	10
Field Office Coordinator - Mary Kneidl	\$ 74.07	\$ 2,834	38
Superintendent - John Davidson	\$ 108.05	\$ 9,508	88
Sr. Project Engineer - Steven Tankersley	\$ 76.95	\$ 736	10
<b>Totals</b>		<b>\$ 23,491</b>	<b>233</b>

Bond, 0.76%      \$179

**Total                      \$23,670**

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 7

CONTRACTOR Name: Rudolph & Sletten, Inc. MNGT

Date: 6/19/2014

Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit % 47.00% + \*Overhead % 40.00% = Combined % 87.00%

Profit %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B      A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		VP Operations	Foad, Jon	\$132.21	\$264.54	\$264.54
		Project Executive	Home, John	\$84.00	\$168.08	\$168.08
		Project Manager	Lamberti, Garrett	\$50.00	\$100.05	\$100.05
		Sr. Project Engineer	Tankersley, Steven	\$38.46	\$76.95	\$76.95
		Subcontractor Prequalification Manager	Lidyoff, Marissa	\$28.85	\$57.73	\$57.73
		Sr. Superintendent	Beevers, Bruce	\$83.17	\$166.41	\$166.41
		Asst. Superintendent	Davidson, John	\$54.00	\$108.05	\$108.05
		Sr. Project Engineer	Ratajczak, Michael	\$42.00	\$84.04	\$84.04
		Sr. Field Office Coordinator	Kneidl, Mary	\$37.02	\$74.07	\$74.07
		Estimating Admin	Khalasi Roshni	\$25.00	\$50.02	\$50.02
		Safety Director	Miller, Brian	\$68.27	\$136.60	\$136.60
		Mechanical Group Manager	McElligott, Brian	\$77.40	\$154.87	\$154.87
		Jobsite Safety Coordinator	McDonald, Travis	\$44.00	\$88.04	\$88.04
		Sr. Mechanical Coordinator	Burnett, Peter	\$55.29	\$110.63	\$110.63
		Cost Engineer	Duncan, John	\$33.65	\$67.33	\$67.33
		VP Estimating	Mohrman, Mike	\$139.90	\$279.93	\$279.93
		Sr. Estimator	Pon, Jim	\$80.77	\$161.61	\$161.61
		Sr. Electrical Estimator	Callison, Fred	\$83.17	\$166.41	\$166.41
		Sr. Mechanical Estimator	Satoutah, Brahim	\$109.62	\$219.34	\$219.34
		Sr. Mechanical Estimator	Murphy, John	\$91.83	\$183.74	\$183.74
		Sr. Mechanical Estimator	Brunell, James	\$74.97	\$150.01	\$150.01
		Sr. Project Estimator	Kobay, Mark	\$57.69	\$115.43	\$115.43

Total Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		\$42,139.00
		At Cost		\$21,906.00
		At Cost		\$2,279.00
		At Cost		\$3,922.00
		At Cost		\$4,820.00
		At Cost		\$57,000.00
		At Cost		\$18,750.00
		At Cost		\$19,255.00
		At Cost		\$1,610.00
Estimated Total ODC Amount:				\$171,681.00

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
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- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONTRACTOR shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONTRACTOR is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONTRACTOR shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature  
 John Home, Project Executive

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Sletten Carpenters

Date: 06/28/13

Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit %		+ *Overhead %		= Combined %	
81.00%		22.00%		103.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be completed with)	Carpenter Foreman	Brent Newcomb	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Daniel Montesanti	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Trace McMahon	\$36.82	\$79.98	\$79.98
	Carpenter Journeyman	Paul Clark	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Jose Chacon	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Tom May	\$33.47	\$72.70	\$72.70
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
Estimated Total ODC Amount				\$0.00	

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
- Key Staff shall be determined by City Project Manager.
- The employees' actual hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement and a Notice to Proceed issued by the City Project Manager, prior to commencing work. New staff shall be paid at the same or lower rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain written approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Hourly rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. City Project Manager shall approve any other direct costs.
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- \* Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by CONTRACTOR Project Manager and City Project Manager. City shall pay the CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
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CONTRACTOR/SUBCONTRACTOR Project Manager's

Garrett Lamberti, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Stetten, Inc - Laborers

Date: 06/28/13

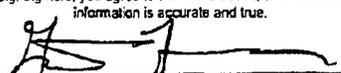
Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit %		+ *Overhead %		= Combined %	
72.00%		21.00%		93.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be)	Laborer Group 3	Armando Borroel Yanez	\$28.64	\$55.01	\$55.01
	Laborer Group 3	Gerardo Morales	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Salomon Morales	\$28.64	\$55.01	\$55.01
	Laborer Specialist	Douglas Veliz	\$29.59	\$61.11	\$61.11
	Laborer Foreman Group 2	Delane Nerson	\$27.64	\$57.08	\$57.08
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
Estimated Total ODC Amount				\$0.00	

- List all Professional and Supervisory staff by Classification and Name. For Techs., Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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CONTRACTOR/SUBCONTRACTOR Project Manager's  
Garrett Lambert, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name: Rudolph & Sletten Cement Mas

Date: 06/28/13

Project Name: Intermodal Phase 2 SVS

Project #: T15029041

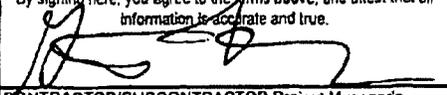
Fringe Benefit %	+	*Overhead %	=	Combined %
72.00%		21.00%		93.00%
Profit %:		7.00%		
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate

Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate
Key Cement Mason Journeyman	John Powers	\$29.07	\$60.03	\$69.03

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
	Estimated total ODC Amount			

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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 CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lambert, Project Manager

**Exhibit 10-H Cost Proposal**

Date 17 June 2013  
 Contract No.  
 Project Number  
 Consultant Dreyfuss & Blackford Architects

**DIRECT LABOR**

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Arch. Project Mgr.	Costa, Jennifer		64	\$34.50	\$2,208.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
Subtotal Direct Labor					\$2,208.00	
Anticipated Salary Increase					\$176.64	
Total Direct Labor Costs					\$2,384.64	
<b>Fringe Benefits</b>	fringe benefit rate	80.00%		\$1,907.71		
Total Fringe Benefits					\$1,907.71	
<b>Indirect Costs</b>	general overhead	175.00%		\$4,173.12		
Total Indirect Costs					\$4,173.12	
<b>TOTAL LABOR</b>						<b>\$8,465.47</b>
<b>FEE</b>						
	Profit	20.00%		\$1,693.09		
Total					\$1,693.09	
<b>TOTAL FEE</b>						<b>\$1,693.09</b>
<b>OTHER COSTS</b>						
	Travel Costs					
	Equipment and Supplies					
	Other Costs (printing, copies, etc.)					
Total Other Costs					\$0.00	
<b>TOTAL OTHER COSTS</b>						<b>\$0.00</b>
<b>SUBCONSULTANT COSTS</b>						
(see attached Cost Proposals)			Total Subcontractor Costs			<b>\$0.00</b>
<b>TOTAL COSTS</b>						<b>\$10,158.57</b>



# Exhibit A

## Intermodal Phase 2 - Sacramento Valley Station

2013-0571

06/20/14

<i>Description</i>	<i>Amount</i>
<b>Supplemental Agreement #8</b>	
<b>PCO # 14.0 Client Initiated Changes</b>	\$92,214.00
06/20/14    Extend Time of Completion by 94 calendar days to September 2, 2014 with additional labor and bond of \$74,214. Also included is additional scaffold rental cost in Main Waiting Room and attic for 2 months for subtotal of \$18,000. Total contract amount increase of \$92,214.	
1    Items	Total for Change Order # 8
	\$92,214.00

1    Items	Total for Contract # 2013-0571	\$92,214.00
<i>Totals By Reason</i>	Changed/Unforeseen Conditions	\$0.00
	Changes to Bid Documents	\$0.00
	Client Initiated Changes	\$92,214.00

**PRECONSTRUCTION EXTENSION COST REQUEST**  
**Sacramento Valley Station Phase II**  
**Supplemental 8**

**Estimated Costs from 7/16/14 thru 9/2/14**

General Conditions	Rates	July	Hours	August	Hours	September	Hours	Total Cost	Total Hours
Project Manager - Garrett Lamberti	\$ 100.05	\$ 9,605	96	\$ 16,808	168	\$ 1,601	16	\$ 28,014	280
Project Executive - John Home	\$ 168.08	\$ 1,754	10	\$ 2,689	16	\$ 336	2	\$ 4,779	28
Field Office Coordinator - Mary Kneidl	\$ 74.07	\$ 3,092	42	\$ 4,740	64	\$ 296	4	\$ 8,128	110
Superintendent - John Davidson	\$ 108.05	\$ 10,373	96	\$ 18,152	168	\$ 1,729	16	\$ 30,254	280
Sr. Project Engineer - Steven Tankersley	\$ 76.95	\$ 803	10	\$ 1,231	16	\$ 308	4	\$ 2,342	30
<b>Totals</b>		<b>\$ 25,626</b>	<b>255</b>	<b>\$ 43,622</b>	<b>432</b>	<b>\$ 4,270</b>	<b>42</b>	<b>\$ 73,518</b>	<b>729</b>

Skyline Scaffolding Rental, August-September 2014	\$18,000
Subtotal	\$91,518
Bond, 0.76%	\$696
<b>Total</b>	<b>\$92,214</b>

**SKYLINE SCAFFOLD, INC.**  
 3131 52nd AVENUE  
 SACRAMENTO, CA 95823  
 CL #858633

Invoice Number: 8163  
 Invoice Date: May 20, 2014  
 Page: 1

Voice: 916-391-8929  
 Fax: 916-391-1465

**Bill To:**

Rudolph & Sletten  
 1504 Eureka Road  
 Suite #200  
 Roseville, Ca 95661

**Ship to:**

RA #1103 Job #2013-316  
 Sacramento Valley Depot  
 401 I Street  
 Sacramento, CA

**Customer ID**

Rudolph & Sletten  
 Sales Rep ID  
 Lou Bright

**Customer PO**

Sacramento Depot  
 Shipping Method

**Payment Terms**

Due Upon Receipt

**Ship Date**

**Due Date**

May 20, 2014

**Description**

**Amount**

MONTHLY SCAFFOLD RENTAL - LOBBY DECK  
 RENTAL FROM 4/29/14 THRU 5/26/14  
 MTA (MONTH THEREAFTER) \$5,000  
 JOB #10172300

5,000.00

*SAMPLE*

Subtotal

5,000.00

Sales Tax

Total Invoice Amount

5,000.00

Check/Credit Memo No:

Payment/Credit Applied

**TOTAL**

**5,000.00**

SIA SUPPORTED SCAFFOLD CODE OF SAFE PRACTICES ENCLOSED. PLEASE ENSURE DISTRIBUTION SCAFFOLD SAFETY TRAINING AVAILABLE PLEASE CALL FOR DETAILS

**SKYLINE SCAFFOLD, INC.**

3131 52nd AVENUE  
SACRAMENTO, CA 95823  
CL #858633

Invoice Number: 8164  
Invoice Date: May 20, 2014  
Page: 1

Voice: 916-391-8929  
Fax: 916-391-1465

**Bill To:**

Rudolph & Sletten  
1504 Eureka Road  
Suite #200  
Roseville, Ca 95661

**Ship to:**

RA #1332 Job #2013-316  
Sacramento Valley Depot  
401 I Street  
Sacramento, CA

**Customer ID**

Rudolph & Sletten

**Sales Rep ID**

Lou Bright

**Customer PO**

Sacramento Depot

**Shipping Method**

**Payment Terms**

Due Upon Receipt

**Ship Date**

**Due Date**

May 20, 2014

**Description**

**Amount**

MONTHLY SCAFFOLD RENTAL - ATTIC SCAFFOLD  
RENTAL FROM 4/29/14 THRU 5/26/14  
MTA (MONTH THEREAFTER) \$4 000  
JOB #10172300

4,000.00

Subtotal

4,000.00

Sales Tax

Total Invoice Amount

4,000.00

Check/Credit Memo No:

Payment/Credit Applied

**TOTAL**

**4,000.00**

SIA SUPPORTED SCAFFOLD CODE OF SAFE PRACTICES ENCLOSED, PLEASE ENSURE DISTRIBUTION  
SCAFFOLD SAFETY TRAINING AVAILABLE PLEASE CALL FOR DETAILS

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): 8

CONTRACTOR Name: Rudolph & Sletten, Inc. MNGT

Date: 6/23/2014

Project Name: Intermodel Phase 2 SVS

Project #: T15029041

Fringe Benefit % 47.00% + Overhead % 40.00% = Combined % 87.00%

Profit %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
		VP Operations	Foad, Jon	\$132.21	\$264.54	\$264.54
		Project Executive	Home, John	\$84.00	\$168.08	\$168.08
		Project Manager	Lamberti, Garrett	\$50.00	\$100.05	\$100.05
		Sr Project Engineer	Tankersley, Steven	\$38.46	\$76.95	\$76.95
		Subcontractor Prequalification Manager	Lidyoff, Marissa	\$28.85	\$57.73	\$57.73
		Sr Superintendent	Beevers, Bruce	\$63.17	\$166.41	\$166.41
		Asst Superintendent	Davidson, John	\$54.00	\$108.05	\$108.05
		Sr Project Engineer	Rajczak, Michael	\$42.00	\$84.04	\$84.04
		Sr. Field Office Coordinator	Kneidl, Mary	\$37.02	\$74.07	\$74.07
		Estimating Admin	Khalasi Roshni	\$25.00	\$50.02	\$50.02
		Safety Director	Miller, Brian	\$68.27	\$136.60	\$136.60
		Mechanical Group Manager	McElligott, Brian	\$77.40	\$154.87	\$154.87
		Jobsite Safety Coordinator	McDonald, Travis	\$44.00	\$88.04	\$88.04
		Sr Mechanical Coordinator	Burnett, Peter	\$55.28	\$110.63	\$110.63
		Cost Engineer	Duncan, John	\$33.65	\$67.33	\$67.33
		VP Estimating	Mohrman, Mike	\$139.90	\$279.93	\$279.93
		Sr Estimator	Pon, Jim	\$80.77	\$161.61	\$161.61
		Sr Electrical Estimator	Caillson, Fred	\$83.17	\$166.41	\$166.41
		Sr Mechanical Estimator	Satoutah, Brahim	\$109.62	\$219.34	\$219.34
		Sr Mechanical Estimator	Murphy, John	\$91.83	\$183.74	\$183.74
		Sr Mechanical Estimator	Brunell, James	\$74.97	\$150.01	\$150.01
		Sr Project Estimator	Kobey, Mark	\$57.69	\$115.43	\$115.43

Total Other Direct Costs (ODC)	[Estimated Total ODC Amount Shall Be Contract Totals (cumulative)]	Description	Rate	Units	Total	
		Austerman Lump Sum Concrete Cutting	At Cost			\$42,139.00
		Other, Material and Equipment	At Cost			\$21,906.00
		Liability	At Cost			\$2,279.00
		Bond	At Cost			\$4,618.00
		Forensics Analytical Testing	At Cost			\$4,820.00
		Skyline Scaffolding	At Cost			\$75,000.00
		Evergreene	At Cost			\$18,750.00
		Giampolini	At Cost			\$19,255.00
		Prequal Advertising Costs (R&S)	At Cost			\$1,610.00
Estimated Total ODC Amount:					\$190,377.00	

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name, a current payroll document identifying their actual base hourly rate shall be provided with every invoice that they are billing time to. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. Unless CITY Project Manager assigns a fair and reasonable flat hourly billing rate for selected employees. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The approved flat hourly billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e. Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement. No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved or similar classification. In addition, if the substitution involves Key Staff, CONTRACTOR must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
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CONTRACTOR/SUBCONTRACTOR/Project Manager's Signature

John Home, Project Executive

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Sletten Carpenters

Date: 06/28/13

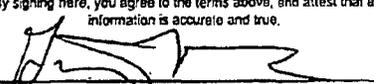
Project Name: Intermodal Phase 2 SVS

Project #: T15029041

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81.00%		22.00%		103.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be completed with)	Carpenter Foreman	Brent Newcomb	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Daniel Montasanti	\$36.82	\$79.98	\$79.98
	Carpenter Foreman	Trace McMahon	\$36.82	\$79.98	\$79.98
	Carpenter Journeyman	Paul Clark	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Jose Chacin	\$33.47	\$72.70	\$72.70
	Carpenter Journeyman	Tom May	\$33.47	\$72.70	\$72.70
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
				Estimated Total ODC Amount	\$0.00

- List all Professional and Supervisory staff by Classification and Name. For Techs, Interns and Clerical Staff not listed by name, a current payroll document identifying their actual hourly rate shall be provided with every invoice that they are billing time to. The flat hourly billing rates for all employees will be calculated and reimbursed based on their actual hourly rates per the date noted above. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this cost proposal. The flat invoiced rate shall be all-inclusive, including all mark-ups, surcharges and all overhead expenses.
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- The employees' actual hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require an executed Supplement Agreement and a Notice to Proceed issued by the City Project Manager, prior to commencing work. New staff shall be paid at the same or lower rate of the previously approved or similar classification. In addition, if the substitution involves Key-Staff, CONTRACTOR must request and justify the need for the substitution and obtain written approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original. The executed Supplemental Agreement shall include updated 10-H Forms for CONTRACTOR and SUBCONTRACTOR(S).
- Hourly rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. City Project Manager shall approve any other direct costs.
- With an asterisk (\*), note employees/classifications that are subject to prevailing wage requirements. Prevailing Wage specified is based on current DIR determination. Any future DIR escalation of prevailing wage rate will be reflected in the loaded rates.
- \* Overtime is only paid to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless specifically approved by CONTRACTOR Project Manager and City Project Manager. City shall pay the CONTRACTOR at the approved overtime rates noted above. CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRUPWD/>
- Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.
- The Project will not reimburse the CONTRACTOR for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse the CONTRACTOR for any per diem.
- ODC items are in compliance with CFR, Chapter 1, Part 31 (FAR cost principles) and are consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

  
 CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lambert, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original)

CONTRACTOR Name: Rudolph & Stetten, Inc - Laborers

Date: 06/28/13

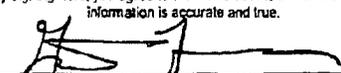
Project Name: Intermodal Phase 2 SVS

Project #: T15029041

Fringe Benefit %		+ *Overhead %		= Combined %	
72.00%		21.00%		93.00%	
Profit %:		7.00%			
[Actual Base Rate + (Actual Base Rate x Combined%)] = A		A x Profit% = B		A + B = Flat Hourly Billing Rate	
Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate	
Key Staff (substitutions of key staff can only be)	Laborer Group 3	Amorodo Borroel Yanez	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Gerardo Morales	\$26.64	\$55.01	\$55.01
	Laborer Group 3	Salomon Morales	\$26.64	\$55.01	\$55.01
	Laborer Specialist	Douglas Veiz	\$29.59	\$61.11	\$61.11
	Laborer Foreman Group 2	DeLanel Iverson	\$27.64	\$57.08	\$57.08
Other Direct Costs (ODC)	Description	Rate	Units	Total	
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
		At Cost			
Estimated Total ODC Amount				\$0.00	

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CONTRACTOR/SUBCONTRACTOR Project Manager's  
Garrett Lambert, Project Manager

CITY OF SACRAMENTO 10-H RATE SHEET

Supplement # (type Original if it is the Original):

CONTRACTOR Name: Rudolph & Slotten Cement Mas

Date: 06/28/13

Project Name: Intermodal Phase 2 SVS

Project #: T15029041

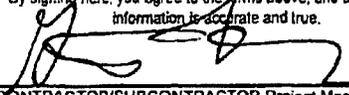
Fringe Benefit %	+ Overhead %	= Combined %
72.00%	21.00%	93.00%
Profit %:	7.00%	
[Actual Base Rate + (Actual Base Rate x Combined%)] = A      A x Profit% = B      A + B = Flat Hourly Billing Rate		

Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Authorized Flat Hourly Billing Rate
Key Cement Mason Journeyman	John Powers	\$29.07	\$60.03	\$60.03

Other Direct Costs (ODC)	Description	Rate	Units	Total
		At Cost		
Estimated total ODC Amount				\$0.00

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 CONTRACTOR/SUBCONTRACTOR Project Manager's  
 Garrett Lambert, Project Manager

## Exhibit 10-H Cost Proposal

Date 17 June 2013  
 Contract No.  
 Project Number  
 Consultant Dreyfuss & Blackford Architects

### DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Arch. Project Mgr.	Costa, Jennifer		64	\$34.50	\$2,208.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
			0	\$0.00	\$0.00	
Subtotal Direct Labor					\$2,208.00	
Anticipated Salary Increase					\$176.64	
Total Direct Labor Costs					\$2,384.64	
<b>Fringe Benefits</b>	fringe benefit rate	80.00%		\$1,907.71		
Total Fringe Benefits					\$1,907.71	
<b>Indirect Costs</b>	general overhead	175.00%		\$4,173.12		
Total Indirect Costs					\$4,173.12	
<b>TOTAL LABOR</b>						<b>\$8,465.47</b>
<b>FEE</b>						
	Profit	20.00%		\$1,693.09		
Total					\$1,693.09	
<b>TOTAL FEE</b>						<b>\$1,693.09</b>
<b>OTHER COSTS</b>						
	Travel Costs					
	Equipment and Supplies					
	Other Costs (printing, copies, etc.)					
Total Other Costs					\$0.00	
<b>TOTAL OTHER COSTS</b>						<b>\$0.00</b>
<b>SUBCONSULTANT COSTS</b>						
(see attached Cost Proposals)			Total Subcontractor Costs			<b>\$0.00</b>
<b>TOTAL COSTS</b>						<b>\$10,158.57</b>