

Meeting Date: 2/3/2015

Report Type: Consent

Report ID: 2015-00070

Title: Supplemental Agreement to Master Services Agreement for On-Call Material Sampling and Testing Services

Location: Citywide

Recommendation: Pass a Motion approving Supplemental Agreements for On-Call Material Sampling and Testing Services in the amount of \$120,000 each with Twining, Inc, Kleinfelder, and Geocon Consultants, Inc.

Contact: Jon Blank, Supervising Engineer, (916) 808-7914; Nicholas Theocharides, Engineering Services Manager, (916) 808-5065, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Engineering Services Admin

Dept ID: 15001111

Attachments:

1-Description/Analysis

2-Background

3-SA - Geocon Consultants, Inc.

4-SA - Kleinfelder

5-SA - Twining

City Attorney Review

Approved as to Form

Gerald Hicks

1/23/2015 5:26:57 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 1/13/2015 4:42:37 PM

Description/Analysis

Issue: On-call consultant services agreements are used to provide material sampling and testing services for capital improvement projects, encroachment permits, and private development projects. Consultants provide material sampling and testing services with short notice on a variety of projects through an on-call Master Services Agreement.

Policy Considerations: The action requested is consistent with Chapter 3.64 of the Sacramento City Code and existing policy regarding professional services agreements for capital improvement projects.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The approval of professional service agreements is not considered a project as defined by Section 15378 of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and has no potential to cause a significant impact to the environment.

Sustainability Considerations: The approval of on-call consultant services agreements ensures that the City has the ability to provide timely material sampling and testing services as part of the construction inspection of projects which support the Cities sustainability goals.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of the Supplemental Agreements for the on-call Master Services Agreements with Twining, Inc, Kleinfelder, and Geocon Consultants, Inc, are needed to provide timely materials sampling and testing services for capital improvement projects, private development projects, and encroachment permits.

Financial Considerations: Purchase orders encumbering funds under these agreements will not be created until projects and funding are identified. Funding for each purchase order may be provided from development project fees, encroachment permit fees, capital improvement project budgets, or in department operating budgets. Consultants may have multiple assignments in a given year; however, the aggregate amount shall not exceed \$120,000.

Local Business Enterprise (LBE): Twining, Inc, Kleinfelder, and Geocon Consultants, Inc, Local Business Enterprises.

Attachment 1

Background Information:

On-call consultant master services agreements provide for independent assurance testing of soils, manufactured aggregates, concrete, asphalt, and other work associated with the construction and inspection of private development projects, encroachment permits, and capital improvement projects. To improve efficiencies and provide a system with greater flexibility, the Department of Public Works provides inspection and material sampling and testing services on all construction work within the public right of way, including work undertaken by the Department of Utilities.

Currently, the City has on-call Master Services Agreements for materials testing on locally funded projects with three firms: Twining Inc, Kleinfelder, and Geocon Consultants, Inc in the amount of \$90,000 each. With the increase in sewer and water projects funded through the City's water and sewer capital bond program, Supplemental Agreements to increase the amount of each on-call Master Services Agreement is needed to provide timely material sampling and testing services.

The Department of Public Works advertised a request for proposals for the existing on-call material and testing services covering the 2014 and 2015 construction seasons. Fifteen firms responded. A panel of City staff from the Department of Public Works and the Department of Utilities reviewed and evaluated the firm's proposals based on experience, qualifications, and Local Business Enterprise utilization. The top three firms were selected for on-call contracts and are near their budget limit after providing services during the past six months. The consultant hourly compensation rates were negotiated as part of the existing contracts and are compliant with prevailing wage requirements.

Consultants provide services for projects through a task order process for each project. A firm is contacted, scope of work is established, and a budget is agreed to. A task order indicating project name, scope and budget is then signed by the consulting firm receiving the task order, the City's Supervising Engineer over the Construction Section, and the City' project manager if one is assigned.

**City of Sacramento
SUPPLEMENTAL AGREEMENT**

Contract #: 2014-0633-1

Purchase Order #:

Supplemental Agreement #: 1

Job#: 15001141

Project Title: Material Sampling & Testing (MSA) Local

The City of Sacramento ("City") and Geocon Consultants, Inc., ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0633 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 \$120,000.00 and said maximum not-to-exceed amount is amended as follows:

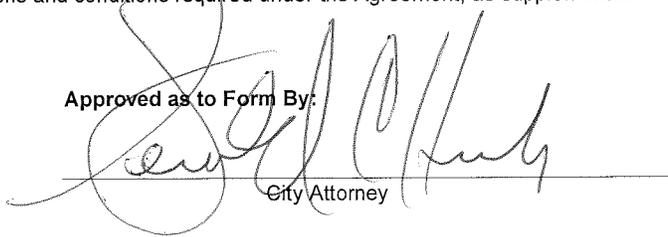
The original not-to-exceed amount:	_____	\$90,000.00
The net change by previous Supplemental Agreements:	_____	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	_____	\$90,000.00
The contract sum will be increased by this Supplemental Agreement:	_____	\$120,000.00
The new not-to-exceed amount including all Supplemental Agreements:	_____	\$210,000.00

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:

 **JEFFREY ZODANE**
Contractor **GECON CONSULTANTS, INC.**

Approved By:

Attested to By:

City of Sacramento

Executed Date

City Clerk

Exhibit A
Material Sampling & Testing (MSA) Local
2014-0633

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #1	
PCO # 1.0 Changed/Unforeseen Conditions	\$120,000.00
12/02/14 Supplemental No. 1 provides an additional \$120,000 for on-call services during the 2015 calendar year.	
1 Items	Total for Change Order # 1 \$120,000.00
1 Change Orders	1 Items Total for Contract # 2014-0633 \$120,000.00
<i>Totals By Reason</i>	Changed/Unforeseen Conditions \$120,000.00 Changes to Bid Documents \$0.00 Client Initiated Changes \$0.00

MATERIAL SAMPLING AND TESTING
Unit price schedule and invoice information
Effective (5/1/2014 through 5/1/2016)

<u>ITEM</u>	<u>SPECIFICATION</u>	<u>UNIT BID PRICE</u>
EARTHWORK		
Moisture/Density Curve	ASTM D1557	\$ _205_____/ea
Relative Compaction-Curve	ASTM 1557	\$ _205_____/ea
Relative Compaction-Nuclear	Cal Test 231	\$ _105_____/hr
Corrosively	Cal Test 643,417,422	\$ _175_____/ea
Plasticity Index	ASTM D4318	\$ _165_____/ea
AGGREGATE BASE		
Moisture/Density Curve	ASTM D1557/D2922	\$ _215_____/ea
In-place moisture/density	ASTM D2216/D1556	\$ _105_____/hr
Nuclear moisture/density	ASTM D3017/2922	\$ _105_____/hr
Sieve Analysis	Cal Test 202	\$ _125_____/ea
R-Valve	Cal Test 301	\$ _275_____/ea
Sand Equivalent	Cal Test 217	\$ _105_____/ea
Durability	Cal Test 229	\$ _160_____/ea
ASPHALT PAVING		
Extraction-Bituminous Content	Cal Test 382	\$ _200_____/ea
In-place density	Cal Test 375	\$ _105_____/hr
Maximum density	Cal Test 375	\$ _205_____/ea
Sieve Analysis	Cal Test 202	\$ _120_____/ea
CONCRETE		
Concrete Slump, Cylinders Samples	ASTM C143	\$ _105_____/hr
Concrete Cylinder Compressive Str.	Cal Test 539	\$ _30_____/ea
Placement Inspection	UBC Sec. 1701	\$ _105_____/hr
Sieve Analysis	Cal Test 202	\$ _115_____/ea
ASPHALT EMULSION		
Viscosity, ssf, @ 77°F, seconds	AASHTO T 59	\$ _135_____/ea
Settlement, 5 days, %	AASHTO T 59	\$ _195_____/ea
Storage Stability Test, 1 Day, %	AASHTO T 59	\$ _175_____/ea
Distillation: Oil Distillate By Volume Of Emulsion, %	AASHTO T 59	\$ _170_____/ea
Residue By Low-Temperature Vacuum Distillation, %	ASTM D244.133-137	\$ _150_____/ea
Sieve, max.	AASHTO T59	\$ _90_____/ea
Residue by Evaporation, min.	CAL Test 331	\$ _125_____/ea

<u>ITEM</u>	<u>SPECIFICATION</u>	<u>UNIT BID PRICE</u>
RESIDUE USING CTM 331		
Penetration, 77°F, 100 grams for 5 seconds, dmm	AASHTO T 59	\$ <u>75</u> /ea
Solubility in Trichloroethylene, %	ASTM D 2042	\$ <u>155</u> /ea
Ductility, 77°F, 5cm/min, cm (RTFO aged residue)	AASHTO T 51	\$ <u>130</u> /ea
Ring and Ball Softening Point, °F	AASHTO T 53	\$ <u>110</u> /ea
Polymer content, %, Solid polymer content based on weight of asphalt	CTM 401	\$ <u>205</u> /ea
Torsional Recovery, %	CTM 332	\$ <u>185</u> /ea
MINERAL AGGREGATE		
Sand Equivalent	CTM 217 (60 min.)	\$ <u>115</u> /ea
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214 (15% Max. w/Na ₂ SO ₄) (25% Max. w/MgSO ₄)	\$ <u>215</u> /ea
Loss in L.A. Rattler (100 Revolutions)	CTM 211 (10% max.)	\$ <u>225</u> /ea
Loss in L.A. Rattler (500 Revolutions)	CTM 211 (35% max.)	\$ <u>235</u> /ea
Durability Index	CTM 229 (60 min.)	\$ <u>160</u> /ea
Percentage of Crushed Particles	CTM 205 (95% min)	\$ <u>190</u> /ea

Notes:

- Unit prices above are all-inclusive, including all mark-ups, surcharges and all overhead expenses, including travel, scheduling, sampling, testing, testing equipment, daily reports, compiling results, supervision, camera, laptop, cell phone, personal protective equipment, and other items reasonably required to provide services.
- A one hour minimum charge for work is permitted during the first hour; and after the first hour, work shall be charged in half hour increments.
- The City may request a re-submittal, and reject any invoice that does not indicate the City's project name and project number, the name of the City inspector, description of the service provided as indicated above and/or the addendum, the date services were provided, and the hours or number of tests performed corresponding to the above prices. In addition, invoices may be rejected until tests results and daily reports are provided (as agreed upon with the inspector).
- All engineering technician services requested that are not described above shall be at \$105 per hour and must be agreed upon, in writing, prior to performing the requested work or payment for such work will not be made. All services requested to be performed by a California registered engineering professional (geotechnical, civil, structural, etc.) not covered by the DSLR prevailing wage rates shall be at \$160/hr.
- Sub-professional work for exploratory work shall be negotiated, agreed upon in writing, and will require sub-consultant to submit a force account analysis using prevailing wage rates, Caltrans Equipment rental rates, or other reasonable means to substantiate the cost.
- All other work related to execution of exploratory sampling and testing, materials testing, including tests methods not indicated above, soils report preparation (administrative etc.), or not indicated in this contract, shall be agreed upon in writing by addendum prior to performing work. No compensation will be paid for work performed outside the contract requirements and signed addendum. A work plan or specific proposal indicating tasks, hours and rates, is required for all such work, and must be signed by both City and Consultant.

**City of Sacramento
SUPPLEMENTAL AGREEMENT**

Contract #: 2014-0668-1

Purchase Order #:

Supplemental Agreement #: 1

Job#: 15001141

Project Title: Material Sampling & Testing (MSA) Local

The City of Sacramento ("City") and Kleinfelder, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0668 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 \$120,000.00 and said maximum not-to-exceed amount is amended as follows:

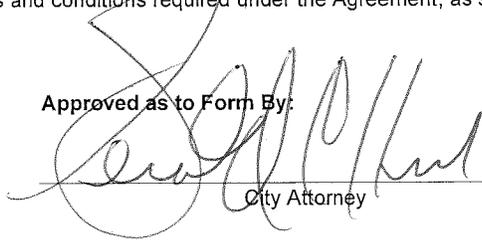
The original not-to-exceed amount:	\$90,000.00
The net change by previous Supplemental Agreements:	\$0.00
The not-to-exceed amount prior to this Supplemental Agreements:	\$90,000.00
The contract sum will be increased by this Supplemental Agreement:	\$120,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$210,000.00

- 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:

Attested to By:

City of Sacramento

Executed Date

City Clerk

Exhibit A
Material Sampling & Testing (MSA) Local
2014-0668

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #1	
PCO # 1.0 Changed/Unforeseen Conditions	\$120,000.00
12/02/14 Supplemental No. 1 provides an additional \$120,000 for on-call services during the 2015 calendar year.	
1 Items	Total for Change Order # 1 \$120,000.00

1 Change Orders	1 Items	Total for Contract # 2014-0668	\$120,000.00
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$120,000.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	\$0.00

last updated: 6/11/2014

**CITY OF SACRAMENTO 10-H FORM
ON-CALL MASTER SERVICES AGREEMENT - COST PER UNIT OF WORK CONTRACT**

Original: _____
Date: 6/13/2014

CONTRACTOR Name: _____
Project Name: On-call Materials Testing
Project #: PM 15001141

Unit/Item of Work:

See Attachment 1 to Exhibit A for Scope of Services.

Task Order Procedure: An addendum, will be issued with a specific project (including specific plans, specifications, standards, etc.), and a general description of work. Rates will be as per Attachment 1 to Exhibit B of the agreement, or a detailed work plan summary, scope and approved cost proposal consistent with rates shown in Attachment 1 to Exhibit B.

Key Staff	Prevailing Wage	Classification	Name	Reg. Hours	Approved Flat Hourly Billing Rate	OT 1.5x Hours	OT 1.5x Negotiated Flat Hourly Billing Rate	OT 2x Hours	OT 2x Negotiated Flat Hourly Billing Rate	Total (\$)
		Registered Engineering Professional	Staff		\$160.00		\$160.00		\$160.00	\$0.00
	X	Engineering Technician	Staff		\$105.00		\$120.00		\$135.00	\$0.00
										\$0.00
										\$0.00
										\$0.00
										\$0.00
Labor Total:										\$0.00

Total Other Direct Costs	Description	Rate	Units	Total
	Material Sampling and Testing per Unit Price Schedule attached			
Total Cost Per Unit of Work:				\$0.00

- See Unit Price Schedule and invoice information.
- Key staff identification not required for standard assurance testing on all projects.
- Key Staff must be identified as part of task order process for projects requiring independent assurance testing person (IAP Person). Local Assistance Procedure Manual requires IAP person be named specifically and should also be named as Key Staff in Task Order for projects in Caltrans Right of way, on Federally funded projects, or as needed.
- Task order must be approved in writing by City prior to performing work or Consultant will not be compensated for services provided prior to written approval.
- Employee classifications that are subject to prevailing wage requirements are indicated with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current California State Department of Industrial Relations (DIR) determination effective June 30, 2014 for Material Tester - Group 3. CONTRACTOR shall be responsible for any adjustments to the prevailing wage for the period ending June 30, 2015, and for paying the entering compensation rates under the term of this agreement. CONTRACTOR may request an increase to be effective after June 30, 2015 through supplemental agreement process and requirements.
- Overtime will be reimbursed in accordance with DIR wage rates indicated for Group 3 classification for most all work. Exceptions may apply based on DIR determinations. Overtime may not be charged without written approval from CITY Project Manager. CONTRACTOR shall pay prevailing wage employees per prevailing wage requirements. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>
- CONTRACTOR will not be reimbursed for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONTRACTOR for any per diem.
- Parking, tolls, travel time, and local transportation costs resulting from commuting to and from the employee's residence to employer's office or the project job site are not reimbursable.
- Other direct costs are considered included in the hourly rate and no additional compensation will be provided without City written approval or written confirmation of field directives given by City Project

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

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here)

MATERIAL SAMPLING AND TESTING
Unit price schedule and invoice information
Effective (5/1/2014 through 5/1/2016)

<u>ITEM</u>	<u>SPECIFICATION</u>	<u>UNIT BID PRICE</u>
EARTHWORK		
Moisture/Density Curve	ASTM D1557	\$ _205_____/ea
Relative Compaction-Curve	ASTM 1557	\$ _205_____/ea
Relative Compaction-Nuclear	Cal Test 231	\$ _105_____/hr
Corrosively	Cal Test 643,417,422	\$ _175_____/ea
Plasticity Index	ASTM D4318	\$ _165_____/ea
AGGREGATE BASE		
Moisture/Density Curve	ASTM D1557/D2922	\$ _215_____/ea
In-place moisture/density	ASTM D2216/D1556	\$ _105_____/hr
Nuclear moisture/density	ASTM D3017/2922	\$ _105_____/hr
Sieve Analysis	Cal Test 202	\$ _125_____/ea
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Sieve Analysis	Cal Test 202	\$ _120_____/ea
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Concrete Cylinder Compressive Str.	Cal Test 539	\$ _30_____/ea
Placement Inspection	UBC Sec. 1701	\$ _105_____/hr
Sieve Analysis	Cal Test 202	\$ _115_____/ea
ASPHALT EMULSION		
Viscosity, ssf, @ 77°F, seconds	AASHTO T 59	\$ _135_____/ea
Settlement, 5 days, %	AASHTO T 59	\$ _195_____/ea
Storage Stability Test, 1 Day, %	AASHTO T 59	\$ _175_____/ea
Distillation: Oil Distillate By Volume Of Emulsion, %	AASHTO T 59	\$ _170_____/ea
Residue By Low-Temperature Vacuum Distillation, %	ASTM D244.133-137	\$ _150_____/ea
Sieve, max.	AASHTO T59	\$ _90_____/ea
Residue by Evaporation, min.	CAL Test 331	\$ _125_____/ea

<u>ITEM</u>	<u>SPECIFICATION</u>	<u>UNIT BID PRICE</u>
RESIDUE USING CTM 331		
Penetration, 77°F, 100 grams for 5 seconds, dmm	AASHTO T 59	\$ <u>75</u> /ea
Solubility in Trichloroethylene, %	ASTM D 2042	\$ <u>155</u> /ea
Ductility, 77°F, 5cm/min, cm (RTFO aged residue)	AASHTO T 51	\$ <u>130</u> /ea
Ring and Ball Softening Point, °F	AASHTO T 53	\$ <u>110</u> /ea
Polymer content, %, Solid polymer content based on weight of asphalt	CTM 401	\$ <u>205</u> /ea
Torsional Recovery, %	CTM 332	\$ <u>185</u> /ea
MINERAL AGGREGATE		
Sand Equivalent	CTM 217 (60 min.)	\$ <u>115</u> /ea
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214 (15% Max. w/NA ₂ SO ₄) (25% Max. w/MgSO ₄)	\$ <u>215</u> /ea
Loss in L.A. Rattler (100 Revolutions)	CTM 211(10% max.)	\$ <u>225</u> /ea
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Percentage of Crushed Particles	CTM 205 (95% min)	\$ <u>190</u> /ea

Notes:

- Unit prices above are all-inclusive, including all mark-ups, surcharges and all overhead expenses, including travel, scheduling, sampling, testing, testing equipment, daily reports, compiling results, supervision, camera, laptop, cell phone, personal protective equipment, and other items reasonably required to provide services.
- A one hour minimum charge for work is permitted during the first hour; and after the first hour, work shall be charged in half hour increments.
- The City may request a re-submittal, and reject any invoice that does not indicate the City's project name and project number, the name of the City inspector, description of the service provided as indicated above and/or the addendum, the date services were provided, and the hours or number of tests performed corresponding to the above prices. In addition, invoices may be rejected until tests results and daily reports are provided (as agreed upon with the inspector).
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- Sub-professional work for exploratory work shall be negotiated, agreed upon in writing, and will require sub-consultant to submit a force account analysis using prevailing wage rates, Caltrans Equipment rental rates, or other reasonable means to substantiate the cost.
- All other work related to execution of exploratory sampling and testing, materials testing, including tests methods not indicated above, soils report preparation (administrative etc.), or not indicated in this contract, shall be agreed upon in writing by addendum prior to performing work. No compensation will be paid for work performed outside the contract requirements and signed addendum. A work plan or specific proposal indicating tasks, hours and rates, is required for all such work, and must be signed by both City and Consultant.

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2014-0591-1

Purchase Order #:

Supplemental Agreement #: 1

Job#: 15001141

Project Title: Material Sampling & Testing (MSA) Local

The City of Sacramento ("City") and Twining, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0591 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 \$120,000.00 and said maximum not-to-exceed amount is amended as follows:

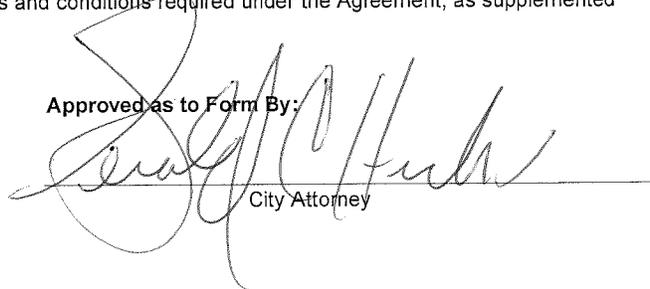
The original not-to-exceed amount:	\$90,000.00
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The not-to-exceed amount prior to this Supplemental Agreements:	\$90,000.00
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- 4. Contractor warrants and represents that the person or persons executing 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
Material Sampling & Testing (MSA) Local
2014-0591

<i>Description</i>		<i>Amount</i>
Supplemental Agreement #1		
PCO # 1.0	Changed/Unforeseen Conditions	\$120,000.00
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MATERIAL SAMPLING AND TESTING
Unit price schedule and invoice information
Effective (5/1/2014 through 5/1/2016)

<u>ITEM</u>	<u>SPECIFICATION</u>	<u>UNIT BID PRICE</u>
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Plasticity Index	ASTM D4318	\$ 165 _____/ea
AGGREGATE BASE		
Moisture/Density Curve	ASTM D1557/D2922	\$ 215 _____/ea
In-place moisture/density	ASTM D2216/D1556	\$ 105 _____/hr
Nuclear moisture/density	ASTM D3017/2922	\$ 105 _____/hr
Sieve Analysis	Cal Test 202	\$ 125 _____/ea
R-Valve	Cal Test 301	\$ 275 _____/ea
Sand Equivalent	Cal Test 217	\$ 105 _____/ea
Durability	Cal Test 229	\$ 160 _____/ea
ASPHALT PAVING		
Extraction-Bituminous Content	Cal Test 382	\$ 200 _____/ea
In-place density	Cal Test 375	\$ 105 _____/hr
Maximum density	Cal Test 375	\$ 205 _____/ea
Sieve Analysis	Cal Test 202	\$ 120 _____/ea
CONCRETE		
Concrete Slump, Cylinders Samples	ASTM C143	\$ 105 _____/hr
Concrete Cylinder Compressive Str.	Cal Test 539	\$ 30 _____/ea
Placement Inspection	UBC Sec. 1701	\$ 105 _____/hr
Sieve Analysis	Cal Test 202	\$ 115 _____/ea
ASPHALT EMULSION		
Viscosity, ssf, @ 77°F, seconds	AASHTO T 59	\$ 135 _____/ea
Settlement, 5 days, %	AASHTO T 59	\$ 195 _____/ea
Storage Stability Test, 1 Day, %	AASHTO T 59	\$ 175 _____/ea
Distillation: Oil Distillate By Volume Of Emulsion, %	AASHTO T 59	\$ 170 _____/ea
Residue By Low-Temperature Vacuum Distillation, %	ASTM D244.133-137	\$ 150 _____/ea
Sieve, max.	AASHTO T59	\$ 90 _____/ea
Residue by Evaporation, min.	CAL Test 331	\$ 125 _____/ea

<u>ITEM</u>	<u>SPECIFICATION</u>	<u>UNIT BID PRICE</u>
RESIDUE USING CTM 331		
Penetration, 77°F, 100 grams for 5 seconds, dmm	AASHTO T 59	\$ <u>75</u> /ea
Solubility in Trichloroethylene, %	ASTM D 2042	\$ <u>155</u> /ea
Ductility, 77°F, 5cm/min, cm (RTFO aged residue)	AASHTO T 51	\$ <u>130</u> /ea
Ring and Ball Softening Point, °F	AASHTO T 53	\$ <u>110</u> /ea
Polymer content, %, Solid polymer content based on weight of asphalt	CTM 401	\$ <u>205</u> /ea
Torsional Recovery, %	CTM 332	\$ <u>185</u> /ea
MINERAL AGGREGATE		
Sand Equivalent	CTM 217 (60 min.)	\$ <u>115</u> /ea
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	CTM 214 (15% Max. w/NA ₂ SO ₄) (25% Max. w/MgSO ₄)	\$ <u>215</u> /ea
Loss in L.A. Rattler (100 Revolutions)	CTM 211(10% max.)	\$ <u>225</u> /ea
Loss in L.A. Rattler (500 Revolutions)	CTM 211 (35% max.)	\$ <u>235</u> /ea
Durability Index	CTM 229 (60 min.)	\$ <u>160</u> /ea
Percentage of Crushed Particles	CTM 205 (95% min)	\$ <u>190</u> /ea

Notes:

- Unit prices above are all-inclusive, including all mark-ups, surcharges and all overhead expenses, including travel, scheduling, sampling, testing, testing equipment, daily reports, compiling results, supervision, camera, laptop, cell phone, personal protective equipment, and other items reasonably required to provide services.
- A one hour minimum charge for work is permitted during the first hour; and after the first hour, work shall be charged in half hour increments.
- The City may request a re-submittal, and reject any invoice that does not indicate the City's project name and project number, the name of the City inspector, description of the service provided as indicated above and/or the addendum, the date services were provided, and the hours or number of tests performed corresponding to the above prices. In addition, invoices may be rejected until tests results and daily reports are provided (as agreed upon with the inspector).
- All engineering technician services requested that are not described above shall be at \$105 per hour and must be agreed upon, in writing, prior to performing the requested work or payment for such work will not be made. All services requested to be performed by a California registered engineering professional (geotechnical, civil, structural, etc.) not covered by the DSLR prevailing wage rates shall be at \$160/hr.
- Sub-professional work for exploratory work shall be negotiated, agreed upon in writing, and will require sub-consultant to submit a force account analysis using prevailing wage rates, Caltrans Equipment rental rates, or other reasonable means to substantiate the cost.
- All other work related to execution of exploratory sampling and testing, materials testing, including tests methods not indicated above, soils report preparation (administrative etc.), or not indicated in this contract, shall be agreed upon in writing by addendum prior to performing work. No compensation will be paid for work performed outside the contract requirements and signed addendum. A work plan or specific proposal indicating tasks, hours and rates, is required for all such work, and must be signed by both City and Consultant.