

Meeting Date: 3/24/2015

Report Type: Consent

Report ID: 2015-00240

Title: Supplemental Agreements and Transfer of Funds for the Sacramento Railyards West Tunnel Ramps Access Project

Location: District 3

Recommendation: Pass a Resolution 1) authorizing the City Manager to execute Supplemental Agreement No. 4 (City Agreement No. 2014-0449) in the amount of \$65,000 with Vali Cooper & Associates, Inc.; 2) transferring funds in the amount of \$50,000 (Fund 2025) from the Pedestrian Improvements Program (T15100400) to the Sacramento Railyards West Tunnel Ramps Access Project; and 3) resetting the City Manager's authority to issue Supplemental Agreements for City Agreement No. 2014-0449.

Contact: Matthew Johns, Associate Civil Engineer, (916) 808-5760; 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-Resolution

4-Exhibit A (Location Map)

5-WTRA - Vali Cooper Supplemental Agreement 4

City Attorney Review

Approved as to Form

Gerald Hicks

3/16/2015 3:00:17 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/6/2015 8:25:45 AM

Description/Analysis

Issue: The Sacramento Railyards West Tunnel Ramps Access Project was awarded to B&M Builders, Inc. on May 13, 2014. Approval of Supplemental Agreement No. 4 (City Agreement # 2014-0449) with Vali Cooper & Associates, Inc. is necessary to provide additional construction management and inspection services through project completion.

Policy Considerations: This action is consistent with the requirement that the City Council approve Supplemental Agreements which exceed the City Manager's authority.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The Sacramento Intermodal Facility Phase 1 Project, Track Relocation, (Project Number T15029005 for design) is subject to review under both CEQA and NEPA. The Sacramento Railyards West Tunnel Ramps Access Project was originally part of the original scope of Track Relocation Project. The City is the CEQA lead agency and the Federal Highway Administration (FHWA) is the NEPA lead agency for the Project. On June 2, 2009, the City Council approved a Mitigated Negative Declaration under CEQA, and a Notice of Determination was filed on June 8, 2009. On March 27, 2009, FHWA released the Environmental Assessment and Section 4(f) Evaluation Report for public review. FHWA also consulted with the State Office of Historic Preservation (SHPO) in accordance with Section 106 and on August 28, 2009 entered into a Programmatic Agreement, including the City, Caltrans, the Federal Railroad Administration (FRA) and the Federal Transit Administration (FTA) as signatories. On August 31, 2009, FHWA issued a Finding of No Significant Impact (FONSI) and authorized the City to implement Phases 1 and 2 of the Intermodal project. On March 15, 2010, FRA issued its separate FONSI.

Subsequent minor changes that involve historic resources and changes in the Area of Potential Effect have been submitted to Caltrans and SHPO per the terms of the Programmatic Agreement. Therefore, all requirements of CEQA, NEPA and Sections 4(f) and 106 under state and federal laws have been met and no further environmental review is required to approve the proposed actions.

Sustainability Considerations: The Sacramento Railyards West Tunnel Ramps Access Project will provide an accessible connection between Old Sacramento and the Amtrak Railroad Station by providing access to the West Tunnel (which was built with

the Railyards Track Relocation Project). The Sacramento Railyards West Tunnel Ramps Access Project will facilitate the future development of the Intermodal facility by providing the pedestrian connection between Old Sacramento and the Railyards. The improvements are consistent with the City's sustainability goals to provide better accessibility to public transportation.

Commission/Committee Action: None.

Rationale for Recommendation: Approval of Supplemental Agreement No. 4 with Vali Cooper & Associates, Inc. and transfer of funds is necessary to move forward with construction completion.

Financial Considerations: The Sacramento Railyards West Tunnel Ramps Access Project is estimated to cost \$1,984,063. To date, \$1,558,158 has been expended and an additional \$425,905 is needed to complete the project.

As of February 24, 2014, the Sacramento Intermodal Facility Project (T15029000) and its sub-projects have a total budget of \$205,085,800 and an unobligated balance of \$5,472,004. Most of these funds are restricted and already committed to specific sub-projects and activities; therefore, additional funding is required to address remaining construction expenses for the Sacramento Railyards West Tunnel Ramps Access Project. Approval of the fund transfer in the amount of \$50,000 (Fund 2025) from the Pedestrian Improvements Program (T15100400) to the Sacramento Intermodal Facility Project (T15029000) to support of the Sacramento Railyards West Tunnel Ramps Access Project will increase the unobligated funds available to support the West Tunnel Ramps Access Project to \$425,905, which is sufficient to cover Supplemental Agreement No. 4 in the amount of \$65,000 with Vali Cooper & Associates, Inc. and cover all remaining project costs.

The Pedestrian Improvements Program (T15100400) has a total budget of \$900,055. As of February 24, 2015, the unobligated balance is \$857,472, which is sufficient to complete the transfer of \$50,000 (Fund 2025) to the Sacramento Intermodal Facility Project (T15029000) to support the Sacramento Railyards West Tunnel Ramps Access Project construction and cover the remaining program costs.

Local Business Enterprise (LBE): The agreement and supplemental agreements with Vali Cooper & Associates, Inc. will be funded through federal funds. Federal funding rules require Disadvantage Business Enterprise (DBE) participation or the submission of a Good Faith Effort (GFE). The City's LBE policy is held in abeyance. Vali Cooper & Associates, Inc. attained 12.15% DBE participation.

Background

The Sacramento Railyards West Tunnel Ramps Access Project provides an accessible pedestrian and bicycle connection between Old Sacramento and the Sacramento Valley Station and the Railyards Site by providing access to the West Tunnel (which was built with the Railyards Track Relocation Project). This access is provided by constructing accessibility improvements such as curb ramps, gutters, pavement improvements, resurfacing, and lighting improvements. The project is currently under construction with completion anticipated in March 2015.

On May 13, 2014, the City Council authorized the execution of a construction agreement in the amount of \$1,334,304 with B&M Builders, Inc. to construct the Sacramento Railyards West Tunnel Ramps Access Project. As construction progressed, the terms of the agreement were amended four times through contract change orders to address issues and unforeseen site conditions encountered in the field and City desired changes to the design. In total, the original contract was increased by \$278,694 and 47 working days.

On May 13, 2014, the City Council authorized the execution of a Professional Services Agreement in the amount of \$167,811 with Vali Cooper & Associates, Inc. to provide construction management and inspection services for the Sacramento Railyards West Tunnel Ramps Access Project.

As a result of the increased duration of the construction project, approval of Supplemental Agreement No. 4 with Vali Cooper & Associates, Inc. in the amount of \$65,000 is necessary to provide continued construction management and inspection services through project completion.

RESOLUTION NO.

Adopted by the Sacramento City Council

SACRAMENTO RAILYARDS WEST TUNNEL ACCESS – APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 4, TRANSFER OF FUNDS, AND RESETTING OF ADMINISTRATIVE AUTHORITY

Background

- A. The Sacramento Railyards West Tunnel Ramps Access Project provides an accessible pedestrian and bicycle connection between Old Sacramento and the Sacramento Valley Station and the Railyards Site by providing access to the West Tunnel (which was built with the Railyards Track Relocation Project). The project is currently under construction with a completion anticipated in March 2015.
- B. On May 13, 2014, the City Council authorized the execution of a construction agreement in the amount of \$1,334,304 with B&M Builders, Inc. to construct the Sacramento Railyards West Tunnel Ramps Access Project.
- C. On May 13, 2014, the City Council authorized the execution of a Professional Services Agreement in the amount of \$167,811 with Vali Cooper & Associates, Inc. to provide construction management and inspection services for the Sacramento Railyards West Tunnel Ramps Access Project.
- D. As a result of the increased duration of construction, approval of Supplemental Agreement No. 4 (City Agreement No. 2014-0449) with Vali Cooper & Associates, Inc. in the amount of \$65,000 is necessary to provide additional construction management and inspection services through project completion.

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

- Section 1. The City Manager is authorized to execute Supplemental Agreement No. 4 (City Agreement No. 2014-0449) in the amount of \$65,000 with Vali Cooper & Associates, Inc.
- Section 2. The FY 14/15 Capital Improvement Program is amended by transferring \$50,000 (Fund 2025) from the Pedestrian Improvement Program

(T15100400) to the Sacramento Intermodal Facility Project (T15029000) to support the Sacramento Railyards West Tunnel Ramps Access Project.

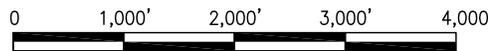
Section 3. The City Manager's Supplemental Agreement Authority for the Sacramento Railyards West Tunnel Ramps Access Project is reset.

Section 4. Exhibit A is incorporated into and made part of this Resolution.

Table of Contents:

Exhibit A: Location Map - Sacramento Railyards West Tunnel Ramps Access Project

Location Map For:
**SACRAMENTO RAILYARDS WEST TUNNEL
RAMPS ACCESS PROJECT**
(PN: T15029032)



City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2014-0449-4

Purchase Order #:

Supplemental Agreement #: 4

Job#: T15029032

Project Title: West Tunnel Ramps Access

The City of Sacramento ("City") and Vali Cooper & Associates Inc, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2014-0449 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 \$65,000.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	\$167,811.30
The net change by previous Supplemental Agreements:	\$3,973.52
The not-to-exceed amount prior to this Supplemental Agreements:	\$171,784.82
The contract sum will be increased by this Supplemental Agreement:	\$65,000.00
The new not-to-exceed amount including all Supplemental Agreements:	\$236,784.82

- 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 3/24/15

City Clerk

2/11/2015

Request for Task Reallocation (Supplement 4)
City of Sacramento/West Tunnel Ramps Access Project
VCA Project: 140009
Master Services Agreement #2014-0449
Client Project Number: T15029032
Billing thru 9/30/2014 (Invoice 140009A00105)

Task	Budget Amount (SA 1-3)	Current billing	Previously Billed	Cumulative Amount Billed	Current Balance Remaining (SA 1-3)	Subtask Adjustment (SA 4)	Additional Funds Requested (SA 4)	New Budget Limit (SA 1-4)	New Balance remaining
Task 1: Pre-Construction Services									
1.1: Meetings	\$ 1,277.31	\$ -	\$ 1,277.31	\$ 1,277.31	\$ -	\$ -	\$ -	\$ 1,277.31	\$ -
1.2: Project Documents Review	\$ 3,001.40	\$ -	\$ 3,001.40	\$ 3,001.40	\$ -	\$ -	\$ -	\$ 3,001.40	\$ -
1.3: Bid-Award Assistance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.4: Utility Coordination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.5: Project set-up and ODC's	\$ 1,497.23	\$ -	\$ 1,197.23	\$ 1,197.23	\$ 300.00	\$ -	\$ -	\$ 1,497.23	\$ 300.00
1.6: Preconstruction Biological/ Cultural Surveys/Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.7: Preconstruction Meeting	\$ 900.42	\$ -	\$ 900.42	\$ 900.42	\$ -	\$ -	\$ -	\$ 900.42	\$ -
1.8: Mitigation Meeting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task Total	\$ 6,676.36	\$ -	\$ 6,376.36	\$ 6,376.36	\$ 300.00	\$ -	\$ -	\$ 6,676.36	\$ 300.00
Task 2: Contract Management									
2.1: Contract Management	\$ 11,274.22	\$ -	\$ 26,584.65	\$ 26,584.65	\$ (15,310.43)	\$ -	\$ 10,000.00	\$ 21,274.22	\$ (5,310.43)
2.2: Utility Coordination	\$ 3,860.56	\$ -	\$ 3,530.00	\$ 3,530.00	\$ 330.56	\$ -	\$ -	\$ 3,860.56	\$ 330.56
2.3: Environmental Management	\$ 11,545.14	\$ -	\$ 9,423.00	\$ 9,423.00	\$ 2,122.14	\$ -	\$ (722.14)	\$ 10,823.00	\$ 1,400.00
2.4: Coordination/Correspondence	\$ 13,803.95	\$ -	\$ 13,803.95	\$ 13,803.95	\$ -	\$ -	\$ 10,000.00	\$ 23,803.95	\$ 10,000.00
2.5: Schedule Management, Progress Meetings and Reports	\$ 4,331.40	\$ -	\$ 4,479.00	\$ 4,479.00	\$ (147.60)	\$ -	\$ 3,500.00	\$ 7,831.40	\$ 3,352.40
2.6: Mitigation Monitoring	\$ 266.00	\$ -	\$ 266.00	\$ 266.00	\$ -	\$ -	\$ -	\$ 266.00	\$ -
2.7: Safety	\$ 1,698.42	\$ -	\$ 891.00	\$ 891.00	\$ 807.42	\$ -	\$ 5,000.00	\$ 6,698.42	\$ 5,807.42
2.8: Public Relation and 3rd party coordination	\$ 3,430.98	\$ -	\$ 2,635.00	\$ 2,635.00	\$ 795.98	\$ -	\$ 2,033.99	\$ 5,464.97	\$ 2,829.97
2.9: Submittals	\$ 3,066.12	\$ -	\$ 3,480.00	\$ 3,480.00	\$ (413.88)	\$ -	\$ -	\$ 3,066.12	\$ (413.88)
2.10: RFIs	\$ 2,251.05	\$ -	\$ 4,278.00	\$ 4,278.00	\$ (2,026.95)	\$ -	\$ -	\$ 2,251.05	\$ (2,026.95)
2.11: Pay Estimates	\$ 2,598.84	\$ -	\$ 4,234.05	\$ 4,234.05	\$ (1,635.21)	\$ -	\$ 5,000.00	\$ 7,598.84	\$ 3,364.79
2.12: Change Orders	\$ 1,766.70	\$ -	\$ 10,405.54	\$ 10,405.54	\$ (8,638.84)	\$ -	\$ -	\$ 1,766.70	\$ (8,638.84)
2.13: Potential Claims	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.14: Inspections	\$ 24,507.56	\$ -	\$ 24,092.00	\$ 24,092.00	\$ 415.56	\$ -	\$ 10,000.00	\$ 34,507.56	\$ 10,415.56
2.15: Record Drawings	\$ 1,565.42	\$ -	\$ 631.00	\$ 631.00	\$ 934.42	\$ -	\$ 6,000.00	\$ 7,565.42	\$ 6,834.42
2.16: Punch List	\$ 3,860.56	\$ -	\$ 274.00	\$ 274.00	\$ 3,586.56	\$ -	\$ -	\$ 3,860.56	\$ 3,586.56
2.17: Material testing	\$ 300.14	\$ -	\$ 1,707.00	\$ 1,707.00	\$ (1,406.86)	\$ -	\$ -	\$ 300.14	\$ (1,406.86)
2.18: Biological/Cultural Resource Monitoring	\$ 3,114.00	\$ -	\$ 3,114.00	\$ 3,114.00	\$ -	\$ -	\$ -	\$ 3,114.00	\$ -
2.19: Labor Compliance	\$ 19,152.02	\$ -	\$ 14,040.53	\$ 14,040.53	\$ 5,111.49	\$ -	\$ 6,583.55	\$ 25,735.57	\$ 11,695.04
2.20: Construction Services (Designer)	\$ 33,487.03	\$ -	\$ 17,751.15	\$ 17,751.15	\$ 15,745.88	\$ -	\$ 7,004.60	\$ 40,501.63	\$ 22,750.48
2.21: Construction Staking	\$ 600.28	\$ -	\$ 366.76	\$ 366.76	\$ 233.52	\$ -	\$ -	\$ 600.28	\$ 233.52
Task Total	\$ 146,490.39	\$ -	\$ 145,986.63	\$ 145,986.63	\$ 503.76	\$ -	\$ 64,400.00	\$ 210,890.39	\$ 64,903.76
Task 3: Post-Construction Activities									
3.1: Final Project review	\$ 7,384.40	\$ -	\$ -	\$ -	\$ 7,384.40	\$ -	\$ 600.00	\$ 7,984.40	\$ 7,984.40
3.2: Final Payment	\$ 5,142.72	\$ -	\$ -	\$ -	\$ 5,142.72	\$ -	\$ -	\$ 5,142.72	\$ 5,142.72
3.3: O&M/Warranty Documentation	\$ 1,265.28	\$ -	\$ -	\$ -	\$ 1,265.28	\$ -	\$ -	\$ 1,265.28	\$ 1,265.28
4.4: Final Report	\$ 4,825.67	\$ -	\$ -	\$ -	\$ 4,825.67	\$ -	\$ -	\$ 4,825.67	\$ 4,825.67
Task Total	\$ 18,618.07	\$ -	\$ -	\$ -	\$ 18,618.07	\$ -	\$ 600.00	\$ 19,218.07	\$ 19,218.07
Original Contract	\$ 167,811.30								
SA 2	\$ 3,973.52								
SA 3	\$ -								
SA 4	\$ 65,000.00								
Overall Total	\$ 236,784.82	\$ -	\$ 152,362.99	\$ 152,362.99	\$ 19,421.83	\$ 0.00	\$ 65,000.00	\$ 236,784.82	\$ 84,421.83

Effective 8-14-14

Approved with Supplement # (type Original if it is the Original): 2

CONTRACTOR Name: ICF International

Date: 7/31/2014

Project Name: West Tunnel Ramps Access Project

Project #: T15029032

		Fringe Benefit %	+ Overhead %	= Combined %		
		32.55%	141.94%	174.49%		
		Profit %	+ 3.00%			
		[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
		Senior Consultant II	John Howa	\$38.72	\$114.79	\$114.79
		Senior Consultant I	Christiaan Havelaar	\$38.67	\$114.64	\$114.64
		Senior Consultant I	Robin Hoffman	\$31.36	\$92.97	\$92.97
		Senior Consultant I	Senh Saelee	\$32.40	\$96.05	\$96.05
		Senior Consultant I	Rachel Gardiner	\$27.17	\$80.55	\$80.55
		Associate Consultant III	Leila Harris	\$28.24	\$83.72	\$83.72
		Associate Consultant II	Tina Sorvan	\$28.38	\$84.13	\$84.13
		Associate Consultant II	Andrea Gueyger	\$26.75	\$79.30	\$79.30
		Associate Consultant I	William Leyva	\$21.00	\$62.25	\$62.25
Other Direct Costs (ODC)	Description	Rate	Units	Total		
		At Cost				
		At Cost				

- 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 Manger, 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

(type/print name here) **Christiaan Havelaar**

Effective 5-13-14

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Original
 CONTRACTOR Name: Stantec Date: 2/12/2014
 Project Name: West tunnel ramps access project
 Project #: T15029032

Fringe Benefit %		Overhead %		Combined %				
51.95%		105.53%		168.48%				
Profit %		6.00%						
[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	OT 1.5x Negotiated Flat Hourly Billing Rate	OT 2x Negotiated Flat Hourly Billing Rate
X		Offsite (non prevailing wage)	Colin Ryan	\$25.34	\$73.48	\$74.00	N/A	N/A
X	X	Soil and Material Tester	Colin Ryan	\$48.28	\$139.99	\$140.00	\$164.14	\$186.28
X		Environmental Manager	Elias Rashmawi (rate approximate and exceed flat rate)	\$100.00	\$289.55	\$175.00	N/A	N/A
X		Environmental manager	Dean Mochrie (rate approximate and exceed flat rate)	\$60.00	\$173.98	\$150.00	N/A	N/A
X		Offsite (non-prevailing wage)	Brian Egger	\$32.17	\$93.28	\$95.00	N/A	N/A
X	X	Soil and Material Tester	Brian Egger	\$55.17	\$159.97	\$140.00	\$167.59	\$195.17
X		Admin	Robley Lawson	\$15.00	\$43.99	\$44.00	N/A	N/A

Material/Other Direct Costs (ODC) Be Confirmed	Estimated Total ODC Amount (State Be Confirmed)	Description	Rate	Units	Total
		Sunstar Lab	At Cost (see rates attached)		
			At Cost		
			At Cost		
		Estimated Total ODC Amount			\$2,000.00

1. 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.

2. Key Staff shall be determined by CITY Project Manager. (i.e. Project Manger, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.

3. 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 Supplemental 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).

4. 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.

5. 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.

6. 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/OPRUPWD/>

7. Parking, tolls and local transportation costs resulting from commuting to and from the employee's residence to the job site are not reimbursable.

8. 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.

9. 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.

E. Rashmawi
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature
 (type/print name here) Elias Rashmawi

3/20/2014

Effective 5-13-14

SUNSTAR LABORATORY

SunStar Laboratory, Inc.
25712 Commercentre Drive
Lake Forest, CA 92630
530-304-5525
916-372-7523 FAX
bill@sunstarlabs.com



CALIFORNIA STATE ENVIRONMENTAL LABORATORY ACCREDITATION PROGRAM BRANCH

CERTIFICATE OF ENVIRONMENTAL ACCREDITATION

Is hereby granted to:

Sunstar Laboratories, Inc.

25712 Commercentre Drive
Lake Forest, CA 92630

Scope of the certificate is limited to the
Fields of Testing
which accompany this Certificate.

Continued accredited status depends on successful completion of on-site
proficiency testing studies, and payment of applicable fees.

This Certificate is granted in accordance with provisions of
Section 109825, et seq. of the Health and Safety Code.

Certificate No.: 2250
Expiration Date: 07/31/2014
Effective Date: 05/01/2012

Richmond, California
subject to forfeiture or revocation

David Mazzera
David Mazzera, Ph.D., Assistant Division Chief,
Division of Drinking Water and Environmental Management