

Meeting Date: 3/24/2015

Report Type: Consent

Report ID: 2015-00267

Title: Supplemental Agreements: Sacramento Valley Station Phase 2 Intermodal Project

Location: 401 I Street, District 3

Recommendation: Pass a Motion 1) authorizing the City Manager or the City Manager's designee to execute: a) Supplemental Agreement No. 9 with Zimmer Gunsul Frasca Architects, LLP (City Agreement No. 2012-0754) in an amount not to exceed \$312,729; and b) Supplemental Agreement No. 5 with Enovity, Inc. (City Agreement No. 2013-0663) in an amount not to exceed \$86,5932; and 2) ratifying Supplemental Agreements 1 through 8 with Zimmer Gunsul Frasca Architects, LLP (City Agreement No. 2012-0754), to reset the City Manager's authority to issue supplemental agreements for Agreement 2012-0754.

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

Presenter: None

Department: Public Works Department

Division: Business Operations

Dept ID: 15001021

Attachments:

- 1-Description/Analysis
- 2-Background
- 3-Exhibit A (ZGF Agreement)
- 4-Exhibit B (Enovity Agreement)

City Attorney Review

Approved as to Form
Joe Robinson
3/18/2015 12:45:10 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 3/6/2015 8:27:04 AM

Description/Analysis

Issue: Two contracts for design services for the Sacramento Valley Station Phase 2 Intermodal Project require Council authorization due to supplemental agreement increases that exceed City Manager authority:

Zimmer Gunsul Frasca Architects, LLP

On September 11, 2012, City Council approved a professional services agreement with Zimmer Gunsul Frasca Architect, LLP for \$3,202,124 for design services including design development, construction document preparation and administration services during bid period and construction. Additional work required to fulfill federal contracting requirements and field coordination issues has resulted in a one-year extension of the original schedule and additional costs projected to December 31, 2017. Prior supplemental agreements in the total amount of \$255,904.49, which represents a 7.9% increase in the contract amount, were approved by the City Manager under the authority delegated to the City Manager by the City Code to approve supplemental agreements up to a cumulative increase of 8%. Supplemental agreement No. 9, in the amount of \$312,729, requires City Council approval because it will increase the contract amount above this limit. Pursuant to the City Code, City Council ratification of the previous supplemental agreements (1 through 8) will reset the City Manager's authority to approve supplemental agreements, if necessary.

Enovity, Inc.

On July 23, 2013, the Department of Public Works authorized a professional services agreement with Enovity, Inc. for \$96,170 to review and document performance for mechanical, plumbing and electrical systems, including LEED Gold performance standards during systems design and preparation of construction documents. With the project now in construction, the second phase of services for field verification and field documentation during construction requires a supplemental agreement in the amount of \$86,593.

Policy Considerations: This action is consistent with the requirement that the City Council approve supplemental agreements which exceed the City Manager's authority pursuant to City Code Section 3.64.040.

Economic Impact: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): 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.

National Environmental Policy Act (NEPA): The Federal Highway Administration (FHWA) completed an environmental assessment (EA) of the entire Intermodal project (Phases 1-3) consistent with NEPA and determined that the project would

not have a significant effect on the environment and issued a Finding of No Significant Impact (FONSI) in August 2009. A Section 106 Programmatic Agreement (PA) regarding treatment of cultural resources was entered into with Caltrans and pertinent state and federal agencies and that agreement was revised in August 2013 to allow the Federal Railroad Administration (FRA) to administer the project for the purposes of the Transportation Investment Generating Economic Recovery (TIGER) grant. In May 2014 FRA approved a categorical exclusion (CE) for additional design features in the project and the Findings of Effect (FOE) was amended June 2014, with findings of no adverse effect.

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:

Zimmer Gunsul Frasca Architects, LLP Supplemental No. 9 will allow professional design services contractors to continue work for Construction Administration services through the completion of the construction phase of the Sacramento Valley Station – Intermodal Phase 2 project.

Enovity, Inc. Supplemental No. 5 will allow professional design services for mechanical commission services to commence for the construction phase of the Sacramento Valley Station - Intermodal Phase 2 project.

Financial Considerations: The Sacramento Intermodal Facilities are being implemented through several phases and sub-projects with funding for specific sub-projects or activities. For auditing and tracking purposes, various sub-CIPS have been administratively established.

As of March 3, 2015, 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 to specific sub-projects and activities. Dedicated funding for the Sacramento Intermodal Facility Phase 2 design portion of the project is sufficient to execute the supplemental agreements with Zimmer Gunsul Frasca Architects LLP (ZGF) for an amount not to exceed \$312,729, and with Enovity, Inc. in the amount of \$86,593 for the Phase 2 Sacramento Intermodal Transportation Facilities project.

Local Business Enterprise (LBE): 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 supplements comply with all federal DBE participation requirements.

Background

Supplemental Agreements for Zimmer Gunsul Frasca Architects, LLP

Zimmer Gunsul Frasca Architects, LLP has been under contract for Professional Services since September 11, 2012 (C2012-0754). The contract total is \$3,458,028.49 with Supplementary Agreements totaling \$255,904.49, or 7.9%, as follows:

- Supplemental No. 1 in the amount of \$12,205.26 for additional staff added and new scope for work identified in the contract but not executed for SMUD Incentives program.
- Supplemental No. 2 in the amount of \$98,041.44 for Client initiated changes which included: design of site improvements to address deficiencies in ADA access; additional structural design related to pile foundations for elevator locations; structural foundation design for new canopy and warehouse “outbuilding;” additional Section 106 amendment to Findings of Effect report required by grantor; terra cotta field survey and assessment; design and documentation for attic catwalk replacement which was removed prior during the Seismic Retrofit project; acoustical engineering which was scope identified in original contract but not executed.
- Supplemental No. 3 in the amount of \$131,358 for client Initiated changes which included design development and documentation of items developed in the schematic design phase which included: interior “storm window” design for improved thermal control at historic windows; exterior canopies at the east side of building; new 3rd floor roof terrace; warehouse “outbuilding” and canopy covers, site grading and mechanical, electrical and plumbing and communications design for Amtrak operations; additional reimbursable allowance for sub-consultant; and additional staff at no cost.
- Supplemental No. 4 in the amount of \$0.00 for additional staff.
- Supplemental No. 5 in the amount of \$0.00 for additional staff.
- Supplemental No. 6 in the amount of \$14,299.79 for structural engineering and laboratory testing services to address additional pile investigation during the contractor Design-Assist process.
- Supplemental No. 7 in the amount of \$0.00 for additional staff.
- Supplemental No. 8 in the amount of \$0.00 for additional staff and reallocation of budget between consultant and subconsultant tasks

Supplemental Agreements for Enovity, Inc.

Enovity, Inc. has been under contract for Professional Services since July 23, 2013 (C2013-0663). The contract total is \$96,170.00 with Supplementary Agreements as follows:

- Supplemental No. 1 in the amount of \$0.00 for additional staff.
- Supplemental No. 2 in the amount of \$0.00 for additional staff.
- Supplemental No. 3 in the amount of \$0.00 to extend Time of Completion 183 calendar days to December 31, 2014.
- Supplemental No. 4 in the amount of \$0.00 to extend Time of Completion to June 30, 2015.

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: 2012-0754-9

Purchase Order #:

Supplemental Agreement #: 9

Job#: T15029040

Project Title: Sacramento Valley Station - Phase 2 Intermodal

The City of Sacramento ("City") and **Zimmer Gunsul Frasca Architects LLP**, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2012-0754 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:

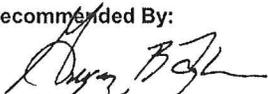
See Exhibit A

- 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 \$312,728.70 and said maximum not-to-exceed amount is amended as follows:

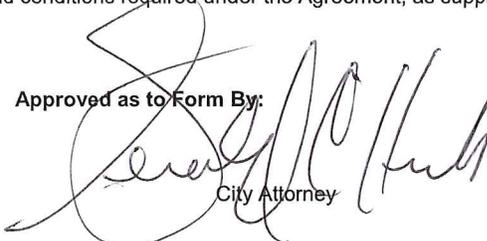
The original not-to-exceed amount:	\$3,202,124.00
The net change by previous Supplemental Agreements:	<u>\$255,904.49</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$3,458,028.49</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$312,728.70</u>
The new not-to-exceed amount including all Supplemental Agreements:	\$3,770,757.19

- 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 731 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:

	3/24/15	
City of Sacramento	Executed Date	City Clerk

Exhibit A

Sacramento Valley Station - Phase 2 Intermodal 2012-0754

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #9	
PCO # 22.0 Client Initiated Changes	\$312,728.70
03/18/15 Will allow professional design services contractor and subcontractors to continue work through the completion of the construction phase of the project and authorizes engineering services additional analysis on pile foundations. Includes \$2,870 to ZGF architects for additional travel reimbursibles; \$184,776.05 to ARUP for additional staff time for construction administration phase; \$73,350.58 to Page & Turnbull Architects, consisting of \$71,350.58 for additional staff time, \$500 for travel, and \$1,500 for printing costs for construction administration phase; \$40,932.07 to Simpson Gumpertz Heger (SGH) for additional staff time for construction administration phase and \$10,800.00 for additional foundation pile analysis and design. Extension of contract to December 31, 2017.	
1 Items	Total for Change Order # 9 \$312,728.70

1 Change Orders	1 Items	Total for Contract # 2012-0754	\$312,728.70
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	\$312,728.70

Supplemental Fee Request Summary

ZGF			
additional 'travel expenses'			\$2,870.00
ARUP			
lighting design changes round 2		\$29,267.87	
value engineering exercises		\$86,546.00	
buy america research and changes		\$36,529.50	
post DR3 changes		\$14,342.75	
post DR4 changes		\$10,486.96	
post DR5 changes		\$5,455.60	
'for construction' set issuance		\$2,147.37	
total ARUP adjustment			\$184,776.05
P&T			
CA support labor supplement		\$71,350.58	
'travel' reimbursable allowance		\$500.00	
'printing' reimbursable allowance		\$1,500.00	
total P&T adjustment			\$73,350.58
SGH			
value engineering, scope updates		\$40,932.07	
added supplemental piles effort		\$10,800.00	
total SGH adjustment			\$51,732.07
total of additional fee requested			\$312,728.70

Note: All other consultants team members not listed have evaluated fee values remaining at this time and project that funding is adequate. Supplemental fees may be required for these and all project team members if schedule, process and other project assumptions encounter significant deviation.

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Supplement #9

CONTRACTOR Name: ZGF Architects

Date: 3/4/2015

Project Name: Sacramento Intermodal-Phase 2

Project #: T15029040

Fringe Benefit %	+	*Overhead %	=	Combined %
58.11%		103.89%		162.00%
Profit %:		10.00%		
[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
X		Partner in Charge	Todd Sline	69.3	\$199.72	\$199.72
		Design Partner	Mark Foster	69.3	\$199.72	\$199.72
X		Project Manager	Tim Williams	54.78	\$157.88	\$157.88
		Project Architect	Sara Howell	31.25	\$90.06	\$90.06
X		Project Architect	Chris Frost	41.63	\$119.98	\$119.98
		Urban Design	Jerome Unterreiner	52.87	\$152.37	\$152.37
		A2	JoEllen Wang	25.97	\$74.85	\$74.85
		A2	Molly Simmons	25.97	\$74.85	\$74.85
		Specifications	Marc Chavez	46.45	\$133.87	\$133.87
X		Landscape Arch	David Grant	40.32	\$116.20	\$116.20
		3d Renderer	Chris Peterson	38.53	\$111.04	\$111.04
		Interior Design	Missy Eby	23.74	\$68.42	\$68.42
		Sustainability	Chris Chatto	34.67	\$99.92	\$99.92
		administrative	Jennifer Burke	26.38	\$76.03	\$76.03
		administrative	Asmeret Habte	24.52	\$70.67	\$70.67
		Sustainability	Ed Clark	24.52	\$70.67	\$70.67
		Design	Craig Rizzo	57.68	\$166.23	\$166.23
		Design Assist	Ian Roll	32.68	\$94.18	\$94.18
		Administrative	Jessica Halverson	22.97	\$66.20	\$66.20
		Specifications	Beth Strohane	40.36	\$116.32	\$116.32
		Landscape Arch	Bob Wood	39.33	\$113.35	\$113.35
		A1	Brett Wiemann	20.44	\$58.91	\$58.91
		A1	Doug Smith	16.5	\$47.55	\$47.55
		Sr. tech. architect	David MacLean	55.9	\$161.10	\$161.10
		Interior design	Andrea Bellon	43.74	\$128.08	\$128.08
		A1	Matt Eccleston	20.25	\$58.36	\$58.36
		Interior Design	Kim Scott	51.5	\$148.42	\$148.42
		3d renderer	C. Shoup	39.9	\$114.99	\$114.99
		A3	Ellen Campbell			

Other Direct Costs (ODC) Items and Rates	Description	Rate
[Estimated ODC Budgets Shall Be Included in Cost Proposal]	Travel Costs	\$49,970
	Equipment and Supplies	7,900
	Other costs (printing, copies, etc.)	10,870

- 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 where an unlisted staff bills time. 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., named 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, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. 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.
- 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

By signing here, you agree to this terms and all other information is accurate and true.


 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Supplement #9
 CONTRACTOR Name: Page and Turnbull Date: 3/4/2015
 Project Name: Sacramento Intermodal-Phase 2
 Project #: T15029040

Fringe Benefit %	+	*Overhead %	=	Combined %
0.00%		188.00%		188.00%
Profit %:		10.00%		
[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
X		Principal	Ruth Todd	55.29	\$175.16	\$175.16
		Associate Principal	Peter Birkholz	50.5	\$159.98	\$159.98
X		Project Manager	Melisa Gaudreau	45	\$142.56	\$142.56
		Project Designer	Jason Wright	29.8	\$94.41	\$94.41
		Project Designer	Karen (Lial) Benouar	26.5	\$83.95	\$83.95
		Planner/Historian		25.75	\$81.58	\$81.58

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal	Description	Rate
		Travel Costs	\$4,000
		Equipment and Supplies	\$500
		Other costs (printing, copies, etc.)	\$4,500

- 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 where an unlisted staff bills time. 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., named 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, new classifications, or addition of a SUBCONTRACTOR not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. 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.
- 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

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



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

Exhibit 10-H Cost Proposal

Date February 7, 2015
 Contract No.
 Project Number T15029040 added staff only; no fee change
 Consultant ARUP - MEP

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Engineer	ALDERMAN		602	\$28.23	\$16,994.46	
Associate Principal	ALSPACH		446	\$73.77	\$32,901.42	
Principal	ANSEEUW		26	\$114.36	\$2,973.36	
Associate	Bernard		18	\$53.85	\$969.23	
CAD	COLEMAN-GRAVES		304	\$40.57	\$12,333.28	
Senior Engineer	CURTZ		108	\$40.10	\$4,330.80	
Senior Engineer	DAY		108	\$42.45	\$4,584.60	
Principal	DEAVY		2	\$105.28	\$210.56	
CAD	DRAKE		318	\$24.17	\$7,686.06	
Engineer	FRANZESE		162	\$31.03	\$5,026.86	
Senior Engineer	GOEHREING			\$40.87	\$0.00	
Engineer	LEGGATE		572	\$31.61	\$18,080.92	
CAD	MISTRY		124	\$42.69	\$5,293.56	
Senior Engineer	MOELLENBERNDT		640	\$45.12	\$28,876.80	
engineer	Dubowski, N			\$32.21	\$0.00	
engineer	Gorenstein, A			\$30.17	\$0.00	
Senior Engineer	OKADA		16	\$46.64	\$746.24	
engineer	Rowan			\$31.73	\$0.00	
Associate Principal	OLESON		184	\$73.80	\$13,579.20	
Engineer	PEASE			\$28.46	\$0.00	
Senior Engineer	PRICE		709	\$39.18	\$27,778.62	
Consultant	PROKOFIEV			\$27.26	\$0.00	
Senior Engineer	REYNOLDS		218	\$52.12	\$11,362.16	
Consultant	ROTHBLOOM			\$26.92	\$0.00	
Engineer	SPENCER			\$30.77	\$0.00	
Senior Engineer	WAKEFIELD		80	\$47.69	\$3,815.20	
Associate	Williamson		18	\$63.46	\$1,142.31	
Subtotal Direct Labor					\$198,685.64	
Anticipated Salary Increase 0.00%					\$0.00	
Total Direct Labor Costs					\$198,685.64	
Fring Benefits						
		fringe benefit rate	63.41%	\$125,986.56		
Total Fring Benefits					\$125,986.56	
Indirect Costs						
		general overhead	127.25%	\$252,827.47		
Total Indirect Costs					\$252,827.47	
TOTAL LABOR						\$577,499.68
FEE						
		Profit	10.00%	\$57,749.97		
Total					\$57,749.97	
TOTAL FEE						\$57,749.97
OTHER COSTS						
		Travel Costs		\$12,000		
		Equipment and Supplies		\$0		
		Other Costs (printing, copies, etc.)		\$0		
Total Other Costs					\$12,000.00	
TOTAL OTHER COSTS						\$12,000.00
SUBCONSULTANT COSTS						
(see attached Cost Proposals)		Total Subcontractor Costs				\$0.00
TOTAL COSTS						\$647,249.64

CITY OF SACRAMENTO 10-H FORM

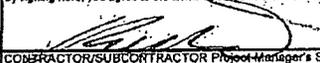
Approved with Supplement # (type Original if it is the Original): Supplement #5
 CONTRACTOR Name: ARUP - ITC Date: 1/3/2014
 Project Name: Sacramento Valley Station - Phase 2
 Project #: T15029040

Fringe Benefit %		Overhead %		Combined %		
63.41%		127.26%		190.67%		
Profit %:		10.00%				
$(\text{Actual Base Hourly Rate Paid to Employee} \times (\text{Actual Base Hourly Rate Paid to Employee} \times \text{Combined \%})) \div \text{A}$ $\text{A} \times \text{Profit \%} = \text{B} \quad \text{A} + \text{B} = \text{Actual Fully Loaded Hourly Rate}$						
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
X		Associate	Ashley	\$61.06	\$195.22	\$195.22
X		Engineer	Caracol	\$36.05	\$115.26	\$115.26
X		Senior Engineer	Kelly	\$33.85	\$108.23	\$108.23
		Associate	Ronacher	\$57.93	\$185.22	\$185.22
		Associate	Rieder	\$57.93	\$185.22	\$185.22
		CAD	Drake	\$24.17	\$77.28	\$77.28
		Engineer/Consultant	Prokofiev	\$24.17	\$77.28	\$77.28
		Security Consultant	Bedbedzakova, Kristina	\$27.88	\$89.14	\$89.14
		Senior CAD Technician	Samuñto	\$37.88	\$121.43	\$121.43
		Senior CAD Technician	Lautan, Jun	\$43.70	\$139.72	\$139.72

Total Other Direct Costs (ODC)	Estimated Total ODC Amount - Shall Be Contract Total	Description	Rate	Units	Total
		Travel Costs			\$3,000.00
		Equipment and Supplies	All Cost		\$0.00
		Other Costs (printing, copies, etc.)	All Cost		\$0.00
		Estimated Total ODC Amount:			\$3,000.00

- 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 rates, 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/DPR/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): Peter Alsiach

CUMMULATIVE TO
SUPPLEMENT #4 -
SCOPE ADDED #2

Exhibit 10-H Cost Proposal

Date 10/9/13
 Contract No. ~~Additional staff - no adjustment to contract value~~
 Project Number T15029040
 Consultant ARUP - Acoustics ASR 2 Dated 05/13/13

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Consultant	Lind		44	29.8	\$1,311.20	
Senior Consultant	Nyrbeck		24	36.27	\$870.48	
Associate Partner	Tedford		16	68.94	\$1,103.04	
Senior Consultant	Wilkinson		0	37.55	\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Subtotal Direct Labor	\$3,284.72
Anticipated Salary Increase 0.00%	\$0.00
Total Direct Labor Costs	\$3,284.72

Fring Benefits

fringe benefit rate	63.41%	\$2,082.84
Total Fring Benefits		\$2,082.84

Indirect Costs

general overhead	127.25%	\$4,179.81
Total Indirect Costs		\$4,179.81

TOTAL LABOR \$9,547.37

FEE

Profit	10.00%	\$954.74
Total		\$954.74

TOTAL FEE \$954.74

OTHER COSTS

Travel Costs	\$0
Equipment and Supplies	\$0
Other Costs (printing, copies, etc.)	\$0
Total Other Costs	\$0.00

TOTAL OTHER COSTS \$0.00

SUBCONSULTANT COSTS

(see attached Cost Proposals) **Total Subcontractor Costs** \$0.00

TOTAL COSTS \$10,502.10

CUMMULATIVE TO
SUPPLEMENT #4 -
SCOPE ADDED #1

Exhibit 10-H Cost Proposal

Date August 21, 2012
 Contract No.
 Project Number T15029040
 Consultant ARUP - SMUD incentives

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Associate Principal	Alspach		12	\$73.77	\$885.29	
Senior Engineer	Curtz		52	\$40.10	\$2,085.20	
Engineer	Alderman		30	\$28.23	\$846.92	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

Subtotal Direct Labor \$3,817.41
 Anticipated Salary Increase 0.00% \$0.00
Total Direct Labor Costs \$3,817.41

Fring Benefits
 fringe benefit rate 63.41% \$2,420.62
Total Fring Benefits \$2,420.62

Indirect Costs
 general overhead 127.25% \$4,857.66
Total Indirect Costs \$4,857.66

TOTAL LABOR \$11,095.69

FEE

Profit 10.00% \$1,109.57
Total \$1,109.57

TOTAL FEE \$1,109.57

OTHER COSTS

Travel Costs \$0
 Equipment and Supplies \$0
 Other Costs (printing, copies, etc.) \$0
Total Other Costs \$0.00

TOTAL OTHER COSTS \$0.00

SUBCONSULTANT COSTS

(see attached Cost Proposals) Total Subcontractor Costs \$0.00

TOTAL COSTS \$12,205.26

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if N is the Original): Supplement #8
 CONTRACTOR Name: Hager (SGH) Date: 4/13/2014
 Project Name: Sacramento Valley Station - Phase 2 Intermodal
 Project #: T16028040

		Fringe/Benefit %:	Overhead %:	Combined %:		
		74.53%	133.65%	208.18%		
		Profit %: 10.00%				
		[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
		Br. Staff II B	Allender, Craig W	\$48.25	\$163.67	\$163.67
		Drafter	Aries, Pierre	\$25.25	\$85.60	\$85.60
		Non-Tech A	Au Young, Maggie	\$12.00	\$40.68	\$40.68
		Sr. Staff II A	Aviram, Ady	\$42.50	\$144.08	\$144.08
		Staff Consultant C	Baleman, J. Robert	\$58.00	\$196.63	\$196.63
		Staff II B	Bono, Andrea B	\$38.25	\$129.67	\$129.67
		Sr. Staff I B	Bono, Stephen T	\$41.00	\$136.99	\$136.99
		Staff Consultant D	Bowlsby, Jeffrey A	\$61.50	\$208.49	\$208.49
		Sr. Principal	Bruin, William M	\$82.00	\$277.99	\$277.99
		Staff IV A	Campbell, Lex F	\$46.50	\$157.64	\$157.64
		Staff II B	Carlos Jr, Cruz	\$37.00	\$125.43	\$125.43
		Staff I A	Chan, Stephanie I	\$31.50	\$106.79	\$106.79
		Lab Technician	Collatt, Timothy	\$24.50	\$83.06	\$83.06
		Sr. Staff II A	Cordova, Paul	\$42.75	\$144.93	\$144.93
		Non-Tech B	Cruz, Wilmahr T	\$26.75	\$90.69	\$90.69
		Staff II A	Daniella, Mauro	\$32.00	\$108.48	\$108.48
		Staff I A	Darling, Scott C	\$30.25	\$102.55	\$102.55
		St. Staff II C	Davies Jr, Arthur G	\$54.00	\$183.07	\$183.07
		Sr. Proj Mgr B	Davies, Russell H	\$56.00	\$189.85	\$189.85
		Principal	Decareau, Chris	\$77.00	\$261.04	\$261.04
		Principal	Decareau, Christopher P	\$77.00	\$261.04	\$261.04
		Non-Tech B	Dacker, Linda	\$28.75	\$97.47	\$97.47
		Staff II B	DeWolfe, Justin S	\$36.50	\$123.74	\$123.74
		Sr. Staff II C	Diosdado, Christine	\$54.75	\$185.61	\$185.61
		Tech Aide	Donelan, Robert B	\$18.50	\$62.72	\$62.72
		Staff II B	Douglas, Kyle S	\$37.00	\$125.43	\$125.43
		Sr. Proj Mgr A	Dutta, Anindya	\$60.00	\$199.51	\$199.51
		Sr. Staff I B	Galbraith, Julie A	\$39.00	\$132.21	\$132.21
		Associate Principal	Gibbons, Daniel G	\$82.00	\$277.99	\$277.99
		Associate Principal	Golings, Craig B	\$82.00	\$277.99	\$277.99
		Sr. Principal	Hamburger, Ronald O	\$84.00	\$284.77	\$284.77
		Principal	Harris, Stephen K	\$77.00	\$261.04	\$261.04
		Staff I A	Hawkins, Amanda L	\$30.00	\$101.70	\$101.70
		Sr. Staff II A	Hill, Jonathan D	\$43.00	\$145.77	\$145.77
		Non-Tech B	In, Jenny D	\$25.75	\$87.30	\$87.30
		Sr. Staff II C	Iverson, Rune	\$55.00	\$186.46	\$186.46
		Sr. Principal	Johnson, Gayle S	\$82.00	\$277.99	\$277.99
		Sr. Staff II A	Kan, Liyan	\$44.25	\$150.01	\$150.01
		Sr. Staff I A	Kestberg, Ghyung M	\$37.75	\$127.98	\$127.98
		Sr. Lab Tech A	Kelley, Patrick B	\$28.50	\$96.62	\$96.62
		Sr. Proj Mgr B	Kent, Lyn S	\$54.25	\$183.91	\$183.91
		Sr. Principal	Klein, Kenneth A	\$84.00	\$284.77	\$284.77
		Sr. Principal	Konicki, W	\$84.00	\$284.77	\$284.77
		Staff I A	Landis, Robin A	\$30.25	\$102.55	\$102.55
		Sr. Staff II A	Langlois, Jeffery D	\$42.00	\$142.38	\$142.38
		Staff Consultant C	Lardner, Michael W	\$60.00	\$203.41	\$203.41
		Sr. Principal	LaTona, Raymond W	\$82.00	\$277.99	\$277.99
		Sr. Staff II A	Leahland, Janella	\$43.25	\$146.82	\$146.82
		Staff II B	Li, Xiu	\$34.75	\$117.81	\$117.81
		Sr. Project Manager	Louie, Coco	\$53.00	\$179.68	\$179.68
		Sr. Principal	Luft, Rene W	\$82.00	\$277.99	\$277.99
		Staff Consultant D	Lyon, Edward G.	\$65.00	\$220.36	\$220.36
		Non-Tech C	Magner, Ryan V	\$38.00	\$128.82	\$128.82
		Staff I A	Mallaso, Geoffrey A	\$33.75	\$114.42	\$114.42
		Staff II B	Markman, David P	\$36.75	\$124.69	\$124.69
		Sr. Staff II B	Maugonest, Jeffrey	\$48.50	\$164.42	\$164.42

Approved with Supplement # (type Original if it is the Original): Supplement #8
 CONTRACTOR Name: Heger(SGH) Date: 4/14/2014
 Project Name: Sacramento Valley Station - Phase 2 Intermodal
 Project #: T18028040

Fringe/Benefit %: 74.53% Overhead %: 133.66% Combined %: 208.19%
 Profit %: 10.00%
 [Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
 A x Profit % = B A x 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
		Staff Consultant D	Mayer, Ronald L	\$91.00	\$308.50	\$308.50
		Principal	McCormick, David L	\$82.00	\$277.99	\$277.99
		Sr. Proj Mgr B	Mandygraf, James E	\$50.75	\$172.05	\$172.05
		Sr. Principal	Mayer, John	\$75.00	\$254.26	\$254.26
		Sr. Staff I B	Mohr, Benjamin A	\$39.50	\$133.91	\$133.91
		Staff I A	Moore, Casey C	\$28.75	\$97.47	\$97.47
		Principal	Moore, Kevin S	\$77.00	\$261.04	\$261.04
		Staff II B	Neff, Clifton	\$33.00	\$111.87	\$111.87
		Staff I A	Navarez, Erika G	\$32.00	\$108.48	\$108.48
		Sr. Drafter	Nevel, Glenn P.	\$40.50	\$137.30	\$137.30
		Sr. Lab Tech B	Niles, David	\$37.50	\$127.13	\$127.13
		Sr. Proj Mgr B	Norm, David B	\$57.00	\$193.24	\$193.24
		Associate Principal	O'Brien, Sean	\$71.00	\$240.70	\$240.70
		Sr. Staff II B	Pelacios, Luis H	\$48.00	\$155.94	\$155.94
		Drafter	Parker, Emily	\$29.50	\$100.01	\$100.01
		Sr. Proj Mgr A	Pinon, Joseph P	\$48.50	\$164.42	\$164.42
		Sr. Staff II A	Raffes, David D	\$43.00	\$145.77	\$145.77
		Non-Tech B	Ramirez Jr, Rodolfo W	\$26.00	\$88.14	\$88.14
		Non-Tech C	Reynolds, Marianna L	\$32.75	\$111.03	\$111.03
		Staff II B	Saldanha, Cheryl	\$34.25	\$116.11	\$116.11
		Non-Tech B	Santos, Elaine L	\$26.00	\$88.14	\$88.14
		Staff Consultant C	Scall, Mauro J.	\$70.50	\$239.00	\$239.00
		Principal	Schroter, Eric F	\$77.00	\$261.04	\$261.04
		Sr. Principal	Searis, Carolyn	\$84.00	\$284.77	\$284.77
		Non-Tech C	Sensale, Maria T	\$34.25	\$116.11	\$116.11
		Staff I A	Serach, Ayse J	\$29.75	\$100.88	\$100.88
		Sr. Staff I A	Sigraund, Kristina A	\$37.75	\$127.98	\$127.98
		Sr. Lab Tech A	Sovia, Robert M	\$29.75	\$100.88	\$100.88
		Staff II A	St Louis, Travis J	\$33.75	\$114.42	\$114.42
		Sr. Proj Mgr A	Stafford, Jonathan T	\$48.00	\$162.72	\$162.72
		Sr. Staff II B	Stubblefield, Taryn N	\$48.75	\$165.27	\$165.27
		Sr. Principal	Sunricht, John F	\$82.00	\$277.99	\$277.99
		Sr. Staff I B	Talbot, Mohamed M	\$39.25	\$133.06	\$133.06
		Sr. Proj Mgr A	Tam, Kenneth T	\$50.00	\$169.51	\$169.51
		Sr. Drafter	Tejeda, Joseph Rowed T	\$35.00	\$118.65	\$118.65
		Sr. Project Supervisor	Towle, Jason	\$54.00	\$183.07	\$183.07
		Staff II B	Turner, Marisa L	\$38.00	\$122.04	\$122.04
		Sr. Staff II C	Vogt-Wilcox, Karen J	\$52.00	\$176.28	\$176.28
		Staff I A	Vora, Poyal R	\$32.00	\$108.48	\$108.48
		Sr. Drafter	Vosa de Bettencourt, Gail	\$38.75	\$124.59	\$124.59
		Non-Tech A	Vosa De Bettencourt, Maayan	\$12.00	\$40.88	\$40.88
		Non-Tech B	Waldrop-Early, Lisa	\$30.00	\$101.70	\$101.70
		Staff I A	Wang, Noya	\$30.25	\$102.55	\$102.55
		Sr. Staff II A	Wesvar, Benjamin J	\$44.75	\$151.71	\$151.71
		Staff Consultant C	Westover, Phillip	\$83.00	\$213.88	\$213.88
		Sr. Staff II A	Welzel, Nicholes G	\$42.00	\$142.38	\$142.38
		Staff I A	Wlasek, Christopher J	\$30.00	\$101.70	\$101.70
		Sr. Proj Mgr A	Worster, Matthew S	\$50.00	\$169.51	\$169.51
		Sr. Proj Mgr A	Zigada-Tumillan, Giullena	\$52.50	\$177.88	\$177.88

Other Direct Costs (ODC)	Description	Rate	Units	Total
Other Total ODC Amount will be Contract totals (Cumulative)	Travel Costs		5100	\$5,100.00
	Equipment and Supplies		4149	\$3,545.00
	Other Costs (Printing, copies, etc.)		2000	\$2,000.00
	Travel Costs (add sup #8)		238	\$236.00
	Resistograph Testing (add sup #8)		150	\$300.00
	Plot Sheets for Resistograph (add sup #8)		16	\$15.00

Approved with Supplement # (type Original if it is the Original): Supplement #6
 CONTRACTOR Name: Hegar(SGH) Date: 4/14/2014
 Project Name: Sacramento Valley Station - Phase 2 Intermodal
 Project #: T16029040

Fringe Benefit % 74.53%		Overhead % 133.66%		Combined % 208.19%		
Profit %: 10.00%						
[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
	74.53%	Shipping Field Equip from Lab (add sup #6)	202	1	\$202.00	
Estimated Total ODC Amount:					\$11,398.00	

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 data 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 Manager, 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/OPRL/PWD/>

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.

John Sumnicht
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature
 (Type/print name here) JOHN SUMNICHT

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Supplement #6

CONTRACTOR Name: Wallace & Kuhl Date: 4/16/2014
 Project Name: Sacramento Valley Station Phase 2
 Project #: T116029040

Fringe Benefit %		Overhead %		Combined %		
35.00%		48.00%		83.00%		
Profit %: 8.62%						
(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 OHR)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OHR & Profit)	Approved Flat Hourly Billing Rate
		Senior Engineer	Oliva	\$172.00	\$143.12	\$143.12
		Senior Engineer	Redford	\$72.00	\$143.12	\$143.12
		Senior Engineer	Huan	\$40.00	\$79.51	\$79.51
		Staff Engineer	Falsetta	\$31.00	\$61.62	\$61.62
		Staff Engineer	Pobsting	\$31.00	\$61.62	\$61.62
		Materials Tester	Haiman	\$53.00	\$105.35	\$105.35
		Materials Tester	Langston	\$0.00	\$0.00	\$0.00
		Materials Tester	Vincard	\$0.00	\$0.00	\$0.00
		Materials Tester	Stass	\$0.00	\$0.00	\$0.00
		Soils Tester	Gregorio	\$58.00	\$115.29	\$115.29
		Soils Tester	Schmitt	\$0.00	\$0.00	\$0.00
		Soils Tester	Bernhard	\$0.00	\$0.00	\$0.00
		Soils Tester	Chatterton	\$0.00	\$0.00	\$0.00
		Senior Engineer	Moyneat	\$72.00	\$143.12	\$143.12
		Senior Geologist	Nakamoto	\$50.00	\$99.39	\$99.39

Description	Rate	Units	Total
Travel Costs		0	\$0.00
Equipment and Supplies		1	\$8,638.00
Other Costs (Printing, copies, etc.)		0	\$0.00
Estimated Total ODC Amount			\$8,638.00

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 data 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 Manager, 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.

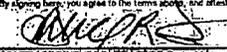
6. Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONTRACTOR at the approved overtime rates noted above. CONTRACTOR 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/DIR/PWV/>

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 site 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.



CONTRACTOR/SUBCONTRACTOR Project Manager's Signature:
 (Type printed name here) DAVID R. GIUS, JR.



CUMMULATIVE TO
SUPPLEMENT #4 -
SCOPE ADDED #2

INVOICE

GIAMPOLINI & CO.
PAINTING CONTRACTORS MASONRY RESTORATION DRYWALL/METAL FRAMING
1482 67TH STREET, EMERYVILLE, CA 94608
T 415 873 1238 F 415 775 3077
LIC 022282; 797187, 760479

Invoice No: 85825

ZGF ARCHITECTS LLP
925 FOURTH AVE., STE 2400
SEATTLE, WA 98104

Date: 1/31/2013

Customer: 1973

Attn: SARA HOWELL

Job: 126055 SACRAMENTO VALLEY DEPOT INV
401 I ST.
SACRAMENTO

Contract:

Original Contract Amount:	10,599.00
Total Change Orders to Date:	0.00
Revised Contract Amount:	10,599.00

Completed to Date: 62.00 6,573.00

Less-Previous-Billings: 0.00

Amount Due This Invoice: 6,573.00

Exhibit 10-H Cost Proposal - P&T Additional Services Request #2

Date May 6, 2013 106 effort
 Contract No.
 Project Number T15029040
 Consultant

DIRECT LABOR

Classification	Name	Hours	Initial Hourly Rate	Sub Totals	Total
Principal	Ruth Todd	2	\$55.29	\$110.58	
Associate Principal	Peter Birkholz	0	\$50.50	\$0.00	
Project Manager	Melisa Gaudreau	12	\$45.00	\$540.00	
Project Designer	Jason Wright	0	\$29.80	\$0.00	
Project Designer	Karen Lial	0	\$26.50	\$0.00	
Planner/ Historian	Meg deCourcy	112	\$25.75	\$2,884.00	
				\$0.00	
				\$0.00	
				\$0.00	
Subtotal Direct Labor				\$3,534.58	
Anticipated Salary Increase 0.00%				\$0.00	
Total Direct Labor Costs				\$3,534.58	
Fringe Benefits	fringe benefit rate	62.00%	\$2,191.44		
Total Fringe Benefits				\$2,191.44	
Indirect Costs	general overhead	126.00%	\$4,453.57		
Total Indirect Costs				\$4,453.57	
TOTAL LABOR					\$10,179.59
FEE	Profit	10.00%	\$1,017.96		
Total				\$1,017.96	
TOTAL FEE					\$1,017.96
OTHER COSTS	Travel Costs		\$0		
	Equipment and Supplies		\$0		
	Other Costs (printing, copies, etc.)		\$250		
Total Other Costs				\$250.00	
TOTAL OTHER COSTS					\$250.00
SUBCONSULTANT COSTS	(see attached Cost Proposals)		Total Subcontractor Costs		\$0.00
TOTAL COSTS					\$11,447.55

City of Sacramento
 Sacramento Valley Station Phase 2

CUMMULATIVE TO
 SUPPLEMENT #4 -
 Scope increase #2,
 Scope & ODC
 increase #3

Exhibit 10-H Cost Proposal

Date June 27, 2013 Outbuilding Structural design
 Contract No. (add to contract of \$29,483.71)
 Project Number T15029040
 Consultant SGH - Structural and Building Envelope

DIRECT LABOR

	Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
1	Sr. Staff II B	Allender, Craig W		0	\$48.25	\$0.00	
2	Non-Tech A	Au Yeung, Maggie		0	\$12.00	\$0.00	
3	Sr. Staff II A	Aviram, Ady		0	\$42.50	\$0.00	
4	Staff Consultant C	Bateman, J. Robert		0	\$58.00	\$0.00	
5	Staff II B	Bono, Andrea B		0	\$38.25	\$0.00	
6	Sr. Staff I B	Bono, Stephen T		0	\$41.00	\$0.00	
7	Staff Consultant D	Bowlsby, Jeffrey A		0	\$61.50	\$0.00	
8	Sr. Principal	Bruin, William M		0	\$82.00	\$0.00	
9	Staff IV A	Campbell, Lex F		0	\$46.50	\$0.00	
10	Staff II B	Carlos Jr, Cruz		0	\$37.00	\$0.00	
11	Staff I A	Chen, Stephanie I		0	\$31.50	\$0.00	
12	Lab Technician	Collett, Timothy		0	\$24.50	\$0.00	
13	Sr. Staff II A	Cordova, Paul		344	\$42.75	\$14,706.00	
14	Non-Tech B	Cruz, Wilmahr T		0	\$26.75	\$0.00	
15	Staff II A	Daniella, Mauro		0	\$32.00	\$0.00	
16	Staff I A	Darling, Scott C		0	\$30.25	\$0.00	
17	St. Staff II C	Davies Jr, Arthur G		6	\$54.00	\$324.00	
18	Sr. Proj Mgr B	Davies, Russell H.		0	\$56.00	\$0.00	
20	Principal	Decareau, Christopher P		7	\$77.00	\$508.20	
21	Non-Tech B	Decker, Linda		207	\$28.75	\$5,951.25	
22	Staff II B	DeWolfe, Justin S		24	\$36.50	\$876.00	
23	Sr. Staff II C	Diosdado, Christine		0	\$54.75	\$0.00	
24	Tech Aidé	Donelan, Robert B.		0	\$18.50	\$0.00	
25	Staff II B	Douglas, Kyle S		0	\$37.00	\$0.00	
26	Sr. Proj Mgr. A	Dutta, Anindya		0	\$50.00	\$0.00	
27	Sr. Staff I B	Galbraith, Julie A		0	\$39.00	\$0.00	
28	Associate Principal	Gibbons, Daniel G		0	\$62.00	\$0.00	
29	Associate Principal	Goings, Craig B		0	\$62.00	\$0.00	
30	Sr. Principal	Hamburger, Ronald O.		0	\$84.00	\$0.00	
31	Principal	Harris, Stephen K		0	\$77.00	\$0.00	
32	Staff I A	Hawkins, Amanda L		0	\$30.00	\$0.00	
33	Sr. Staff II A	Hill, Jonathan D		0	\$43.00	\$0.00	
34	Non-Tech B	In, Jenny D		0	\$25.75	\$0.00	
35	Sr. Staff II C	Iversen, Rune		0	\$55.00	\$0.00	
36	Sr. Principal	Johnson, Gayle S		0	\$82.00	\$0.00	
37	Sr. Staff II A	Kan, Liyen		0	\$44.25	\$0.00	
38	Sr. Staff I A	Kastberg, Ghyung M		0	\$37.75	\$0.00	
39	Sr. Lab Tech A	Kelley, Patrick B		0	\$28.50	\$0.00	
40	Sr. Proj Mgr B	Kent, Lyn S		0	\$54.25	\$0.00	

City of Sacramento
Sacramento Valley Station Phase 2

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
41 Sr. Principal	Klein, Kenneth A		0	\$84.00	\$0.00	
42 Sr. Principal	Konicki, W		0	\$84.00	\$0.00	
43 Staff I A	Landis, Robin A		0	\$30.25	\$0.00	
44 Sr. Staff II A	Langlois, Jeffery D		0	\$42.00	\$0.00	
45 Staff Consultant C	Jardner, Michael W.		0	\$60.00	\$0.00	
46 Sr. Principal	LaTona, Raymond W		0	\$82.00	\$0.00	
47 Sr. Staff II A	Leafbland, Janelle		490	\$43.25	\$21,192.50	
48 Staff II B	Li, Xiu		600	\$34.75	\$20,850.00	
49 Sr. Project Manager	Louie, Cece		330	\$53.00	\$17,490.00	
50 Sr. Principal	Luft, Rene W		0	\$82.00	\$0.00	
51 Staff Consultant D	Lyon, Edward G.		2	\$65.00	\$130.00	
52 Non-Tech C	Magner, Ryan V		0	\$38.00	\$0.00	
53 Staff II A	Maltese, Geoffrey A.		24	\$33.75	\$810.00	
54 Staff II B	Markman, David P		0	\$36.75	\$0.00	
55 Sr. Staff II B	Maugenest, Jeffrey		0	\$48.50	\$0.00	
56 Staff Consultant D	Mayes, Ronald L		0	\$91.00	\$0.00	
57 Principal	McCormick, David L		0	\$82.00	\$0.00	
58 Sr. Proj Mgr B	Mendygral, James E		0	\$50.75	\$0.00	
59 Sr. Principal	Meyer, John		96	\$75.00	\$7,200.00	
60 Sr. Staff I B	Mohr, Benjamin A		0	\$39.50	\$0.00	
61 Staff I A	Moore, Casey C		0	\$28.75	\$0.00	
62 Principal	Moore, Kevin S		0	\$77.00	\$0.00	
63 Staff II B	Neff, Clifton		236	\$33.00	\$7,788.00	
64 Staff I A	Nevarez, Erika G		0	\$32.00	\$0.00	
65 Sr. Drafter	Nevill, Glenn P		0	\$40.50	\$0.00	
66 Sr. Lab Tech B	Niles, David		35	\$37.50	\$1,312.50	
67 Sr. Proj Mgr B	Noma, David B		0	\$57.00	\$0.00	
68 Associate Principal	O'Brien, Sean		1	\$71.00	\$71.00	
69 Sr. Staff II B	Palacios, Luis H		0	\$46.00	\$0.00	
70 Drafter	Parker, Emily		230	\$29.50	\$6,785.00	
71 Sr. Proj Mgr A	Pinon, Joseph P		24	\$48.50	\$1,164.00	
72 Sr. staff II A	Rafiee, David D		0	\$43.00	\$0.00	
73 Non-Tech B	Ramirez Jr, Rodolfo W		0	\$26.00	\$0.00	
74 Non-Tech C	Reynolds, Marianne L		0	\$32.75	\$0.00	
75 Staff II B	Saldanha, Cheryl		12	\$34.25	\$411.00	
76 Non-Tech B	Santos, Elaine L		0	\$26.00	\$0.00	
77 Staff Consultant C	Scali, Mauro J.		0	\$70.50	\$0.00	
78 Principal	Schroter, Eric F		0	\$77.00	\$0.00	
79 Sr. Principal	Searls, Carolyn		183	\$84.00	\$15,372.00	
80 Non-Tech C	Sensale, Maria T		0	\$34.25	\$0.00	
81 Staff I A	Sercan, Ayse J		0	\$29.75	\$0.00	
82 Sr. Staff I A	Sigmund, Kristina A		0	\$37.75	\$0.00	
83 Sr. Lab Tech A	Sovie, Robert M		0	\$29.75	\$0.00	
84 Staff II A	St Louis, Travis J		0	\$33.75	\$0.00	
85 Sr. Proj Mgr A	Stafford, Jonathan T		0	\$48.00	\$0.00	
86 Sr. Staff II B	Stubblefield, Taryn N		0	\$48.75	\$0.00	
87 Sr. Principal	Sumnicht, John F		0	\$82.00	\$0.00	

CUMMULATIVE TO
SUPPLEMENT #4 -
Scope increase #2,
Scope & ODC
increase #3

City of Sacramento
 Sacramento Valley Station Phase 2

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
88 Sr. Staff I B	Talaat, Mohamed M		0	\$39.25	\$0.00	
89 Sr. Proj Mgr A	Tam, Kenneth T		0	\$50.00	\$0.00	
90 Sr. Drafter	Tejero, Joseph Rowell T		0	\$35.00	\$0.00	
91 Sr. Project Supervisor	Towle, Jason		374	\$54.00	\$20,196.00	
92 Staff II B	Turner, Marisa L		0	\$36.00	\$0.00	
93 Sr. Staff II C	Vogt-Wilcox, Karen J		0	\$52.00	\$0.00	
94 Staff I A	Vora, Payal R		0	\$32.00	\$0.00	
95 Sr. Drafter	Voss de Bettancourt, Gali		236	\$36.75	\$8,673.00	
96 Non-Tech A	Voss De Bettancourt, Maayan		0	\$12.00	\$0.00	
97 Non-Tech B	Waldropt-Early, Lisa		0	\$30.00	\$0.00	
98 Staff I A	Wang, Noya		0	\$30.25	\$0.00	
99 Sr. Staff II A	Weaver, Benjamin J		0	\$44.75	\$0.00	
100 Staff Consultant C	Westover, Philip		0	\$63.00	\$0.00	
101 Sr. Staff II A	Wetzel, Nicholas G		0	\$42.00	\$0.00	
102 Staff I A	Wiacek, Christopher J		0	\$30.00	\$0.00	
103 Sr. Proj Mgr A	Worster, Matthew S		0	\$50.00	\$0.00	
104 Sr. Proj Mgr A	Zelada-Tumialan, Giauliana		0	\$52.50	\$0.00	
105					\$0.00	

CUMMULATIVE TO
 SUPPLEMENT #4 -
 Scope increase #2,
 Scope & ODC
 increase #3

				Subtotal Direct Labor	\$151,810.45	
				Anticipated Salary Increase	\$0.00	
				Total Direct Labor Costs	\$151,810.45	
Fringe Benefits						
	fringe benefit rate	74.53%		\$113,140.96		
				Total Fring Benefits	\$113,140.96	
Indirect Costs						
	general overhead	133.66%		\$202,914.69		
				Total Indirect Costs	\$202,914.69	
				TOTAL LABOR		\$467,866.10
FEE						
	Profit	10.00%		\$46,786.61		
				Total	\$46,786.61	
				TOTAL FEE		\$46,786.61
OTHER COSTS						
	Travel Costs			\$5,100		
	Equipment and Supplies			\$3,545		
	Other Costs (printing, copies, etc.)			\$2,000		
				Total Other Costs	\$10,645.00	
				TOTAL OTHER COSTS		\$10,645.00
SUBCONSULTANT COSTS						
(see attached Cost Proposals)				Total Subcontractor Costs		\$0.00
TOTAL COSTS						\$525,297.71

CUMMULATIVE TO
SUPPLEMENT #4 -
staff add #4

Exhibit 10-H Cost Proposal

Date 10/9/13 Additional staff; no adjustment to contract value
 Contract No.
 Project Number T15029040
 Consultant Wallace Kuhl ASR 2 Dated 06/03/13 Flatwork, Paving, Pilecap

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Sub Totals	Total
Senior Engineer	Gius		28	72.00	\$2,016.00	
Senior Engineer	Redford		81	72.00	\$5,832.00	
Senior Engineer	Hunn		55	40.00	\$2,200.00	
Staff Engineer	Follettie		21	31.00	\$651.00	
Staff Engineer	Potestio			31.00	\$0.00	
Materials Tester	Harmon		50	53.00	\$2,650.00	
Materials Tester	Langlois				\$0.00	
Materials Tester	Vincent				\$0.00	
Materials Tester	Stassi				\$0.00	
Soils Tester	Gregorio		80	58.00	\$4,640.00	
Soils Tester	Schmidt				\$0.00	
Soils Tester	Bernhard				\$0.00	
Soils Tester	Chatterton				\$0.00	
Senior Engineer	Moynour			72.00	\$0.00	
Senior Geologist	Nakamoto		22	\$50.00	\$1,100.00	
					\$0.00	
Subtotal Direct Labor					\$19,089.00	
Anticipated Salary Increase 0.00%					\$0.00	
Total Direct Labor Costs					\$19,089.00	
Fring Benefits						
	finge benefit rate	35.00%		\$6,681.15		
Total Fring Benefits					\$6,681.15	
Indirect Costs						
	general overhead	48.00%		\$9,162.72		
Total Indirect Costs					\$9,162.72	
TOTAL LABOR						\$34,932.90
FEE						
	Profit	8.62%		\$3,011.00		
Total					\$3,011.00	
TOTAL FEE						\$3,011.00
OTHER COSTS						
	Travel Costs			\$0		
	Equipment and Supplies			\$8,631		
	Other Costs (printing, copies, etc.)			\$0		
Total Other Costs					\$8,631.00	
TOTAL OTHER COSTS						\$8,631.00
SUBCONSULTANT COSTS						
(see attached Cost Proposals)				Total Subcontractor Costs		\$0.00
TOTAL COSTS						\$46,575.00

**City of Sacramento
SUPPLEMENTAL AGREEMENT**

Contract #: **2013-0663-5**

Purchase Order #:

Supplemental Agreement #: 5

Job#: **T15029040**

Project Title: **Sacramento Valley Station Phase 2 LEED Commission Agent**

The City of Sacramento ("City") and Enovity, Inc., ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0663 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:

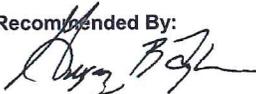
See Exhibit A

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 \$86,593.00 and said maximum not-to-exceed amount is amended as follows:

The original not-to-exceed amount:	<u>\$96,170.00</u>
The net change by previous Supplemental Agreements:	<u>\$0.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$96,170.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$86,593.00</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$182,763.00</u>

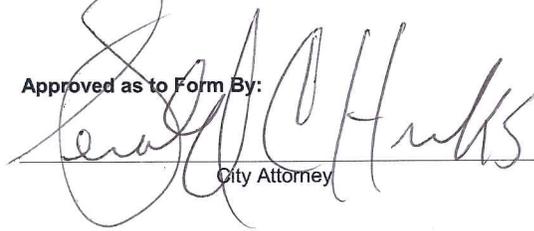
3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs 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 731 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

3/24/15
Executed Date

City Clerk

Exhibit A

Sacramento Valley Station Phase 2 LEED Commission Agent 2013-0663

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #5	
PCO # 5.0 Client Initiated Changes	\$86,593.00
03/04/15 No scope change to original contract. Phase 2 Construction and Acceptance Phase & Warranty phase work is authorized to proceed with this supplement with additional labor to cover two-stage construction phasing, requiring Enovity to duplicate field reporting and documentation. Contract extended 731 days to June 30, 2017 to completion of construction and post-construction systems operations.	
1 Items	Total for Change Order # 5 \$86,593.00

1 Change Orders	1 Items	Total for Contract # 2013-0663	\$86,593.00
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	\$86,593.00

4.0 FEE PROPOSAL

4.1 BASE FEES PROPOSAL

The table below summarizes our proposed fee for this work by task and phase, inclusive of all labor costs and direct project expenses.

Task Description	Total Cost
M&V Task 1: M&V Plan Development and Data Collection	\$9,320.00
Cx Task 1: Preliminary Design (DD Phase)	\$11,060.00
Cx Task 2: Final Design (CD Phase)	\$19,880.00
Cx Task 3A: Construction and Acceptance Phase (Review/Planning)	\$55,910.00
Sub Total: Phase 1	\$96,170.00
Cx Task 3B: Construction and Acceptance Phase (Field Activities)	\$63,990.00
Cx Task 4: Warranty	\$12,285.00
Sub Total: Phase 2	\$76,275.00
Total	\$172,445.00

4.2 ADDITIONAL FEES DUE TO SCHEDULE CHANGES

The Scope and Schedule changes described in Section 3.3 above, would result in following additional fees for the overall commissioning effort for this project

	Director	Senior Engineer	Project Engineer	Admin	Total
Rate	\$249.58	\$147.73	\$117.25	\$114.35	
Labor	4	16	40	16	\$ 10,318.00
Expenses					\$ 0.00
Total					\$ 10,318.00

4.3 REVISED TOTAL FEES

Phase	Original Proposal	Amended	Total
Phase 1 Fees (Current Contract)	\$96,170.00		\$96,170.00
Phase 2 Fees	\$76,275.00	\$10,318.00	\$86,593.00
Total Fees:	\$172,445.00	\$10,318.00	\$182,763.00

CITY OF SACRAMENTO 10-H FORM

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

CONTRACTOR Name: Enovity Date: 2/12/2014

Project Name: Intermodal Ph II

Project #: T15029040

Fringe Benefit % 50.87% + Overhead % 137.53% = Combined % 188.40%

Profit %: 10.00%

[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
		Principal	Greg Cunningham	\$96.15	\$305.04	\$305.04
X		Director	Vivek Mittal	\$78.67	\$249.58	\$249.58
X		Project Manager	Pablo Orozco	\$60.10	\$190.65	\$164.15
		Project Manager	Jeff Dunnivant	\$65.66	\$208.30	\$164.15
		Project Manager	Jamie Qualk	\$52.88	\$167.76	\$164.15
X		Senior Engineer	Steve Brennan	\$46.57	\$147.73	\$147.73
		Senior Engineer	Eugene Boyle	\$61.94	\$196.50	\$147.73
X		Senior Engineer	Jeff Mikkelsen	\$45.58	\$144.60	\$144.60
		Engineer	Eric Schindell	\$36.96	\$117.25	\$117.25
		Engineer	Evan Oda	\$30.44	\$96.57	\$96.57
		Engineer	David Seifert	\$28.85	\$91.52	\$91.52
		Admin	TBD	\$36.05	\$114.35	\$114.35

Total Other Direct Costs (ODC)	Estimated Total ODC Amount Shall Be Contract Totals (Cumulative)	Description	Rate	Units	Total
		Travel (Mileage to site and project meetings)	at IRS Federal Mileage reimbursable rate		
		Tools and equipment (dataloggers and meters) for testing and monitoring	At Cost		\$125.00
		Reprographics and printing	External vendors at cost Internal Printing: B/W @ \$.02/page Color @ \$.10/page		\$667.00
		Estimated Total ODC Amount:			\$3,069.00

- 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 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.

Arjun K. Gnanapavan

CONTRACTOR/SUBCONTRACTOR Project Manager's Signature

(type/print name here)