

Meeting Date: 6/21/2016

Report Type: Consent

Report ID: 2016-00625

Title: Supplemental Agreement: Management and Recruitment of Student Interns

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or his designee to execute Supplemental Agreement No.6 to City Agreement No. 2012-0637 with the Community College Foundation in an amount not to exceed \$85,000 for a period of one year, increasing the total contract not to exceed amount to \$265,000 and extending the contract by one year to June 30, 2017.

Contact: Debb Newton, Program Analyst, (916) 808-6739; Hector Barron, City Traffic Engineer, (916) 808-2669, Department of Public Works

Presenter: None

Department: Public Works Department

Division: Transportation Division

Dept ID: 15001911

Attachments:

1-Description/Analysis

2-Background

3-Contract

City Attorney Review

Approved as to Form

Gerald Hicks

6/14/2016 4:58:12 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 6/6/2016 6:46:48 AM

Description/Analysis

Issue: The Public Works Department, Transportation Division has an ongoing need for temporary administrative, clerical and technical support in the areas of Entitlements, Traffic Engineering, Signs and Markings, and Traffic Signals/Street Lighting. The use of student interns provides flexibility in meeting increasing service demand levels, while providing students valuable training and experience in their field of study.

Authorization to execute Supplemental Agreement No. 6, in the amount of \$85,000 with the Community College Foundation for a total contract amount not to exceed \$265,000 and extending the contract by one year to June 30, 2017, would allow the Transportation Division to meet current and future service demands.

Policy Considerations: The proposed City Council action is consistent with the City's policy, which requires any Supplemental Agreement which increases the original agreement amount to or exceeding \$100,000 be approved by City Council.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): Executing a professional services contract and appropriating funds are not considered projects as defined by Section 15378(a) of the California Environmental Quality Act guidelines. The recommended action involves no physical construction and has no potential to cause significant impact to the environment.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: Approval of Supplemental Agreement No. 6 will provide for staff support to all sections of the Transportation Division.

Financial Considerations: Funding is available in the Transportation Division Operating budgets, including Traffic Engineering (15001921), Signs and Markings (15001931) and Traffic Signals (15001941)/Street Lighting (15001951). Students may also be funded through CIPs and development funding when working in support of specific projects.

Local Business Enterprise (LBE): The LBE Program was adopted by City Council on November 19, 2013. This agreement was negotiated and executed prior to that date, therefore the LBE component for this contract is held in abeyance.

Background

The Transportation Division has historically used students to offer non-professional assistance in support of projects, programs and related office needs.

The current student contract, 2012 Management and Recruitment of Student Interns, with the Community College Foundation was approved in August 2012, with a sunset date of June 2013. The initial budget was \$25,000.

Supplemental Agreement No. 1 extended the contract for one year to June 2014, and increased the budget by \$35,000 to allow for a second student to be hired. This increased the overall budget to \$60,000.

Supplemental Agreement No. 2 changed the contract language to include coverage for students whose assignments require them to drive City-owned vehicles.

Supplemental Agreement No. 3 extended the contract through June 2015, and increased the budget by \$35,000, for a total contract budget of \$95,000.

Supplemental Agreement No. 4 extended the contract through June 2016, and increased the budget by \$85,000, for a total of \$180,000 to allow for two additional students to be hired, bringing the total number of students to four.

Supplemental Agreement No. 5 updated the Student Intern Hourly Cost Worksheet to add language to reflect the Healthy Workplaces, Healthy Families Act of 2014, which prescribed paid sick leave for California employees including part-time workers.

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: **2012-0637-6**

Purchase Order #:

Supplemental Agreement #: 6

Job#: **15001921**

Project Title: **2012 Management and Recruitment of Student Interns**

The City of Sacramento ("City") and Community College Foundation, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2012-0637 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 \$85,000.00 and said maximum not-to-exceed amount is amended as follows:

| | |
|---|--------------|
| The original not-to-exceed amount: | \$25,000.00 |
| The net change by previous Supplemental Agreements: | \$155,000.00 |
| The not-to-exceed amount prior to this Supplemental Agreements: | \$180,000.00 |
| The contract sum will be increased by this Supplemental Agreement: | \$85,000.00 |
| The new not-to-exceed amount including all Supplemental Agreements: | \$265,000.00 |

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes in work schedules or in the performance of other services or work by Contractor. The time for the performance of the agreement is increased by 365 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:

Dale Newton
Project Manager

Approved as to Form By:

[Signature]
City Attorney

Approved By:

[Signature]
Contractor

Approved By:

City of Sacramento

06/21/16

Executed Date

Attested to By:

City Clerk

Exhibit A

2012 Management and Recruitment of Student Interns 2012-0637

| <i>Description</i> | <i>Amount</i> | | | | | | | | | | | | | | | | |
|--|--|--------------------------------|-------------|--------------------------------|-------------|-------------------------|--|-------------------------------|--------|--|--|--------------------------|--------|--|--|--------------------------|-------------|
| Supplemental Agreement #6 | | | | | | | | | | | | | | | | | |
| PCO # 6.0 Client Initiated Changes | \$85,000.00 | | | | | | | | | | | | | | | | |
| 04/28/16 Extend the sunset date of the contract to June 30, 2017. Increase the contract by \$85,000.00 to support four students. Update the Student Intern Hourly Cost Worksheet; rates will change as of July 1, 2016. | | | | | | | | | | | | | | | | | |
| 1 Items | Total for Change Order # 6 \$85,000.00 | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">1 Change Orders</td> <td style="width: 10%;">1 Items</td> <td style="width: 40%;">Total for Contract # 2012-0637</td> <td style="width: 20%; text-align: right;">\$85,000.00</td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>Totals By Reason</i></td> <td>Changed/Unforeseen Conditions</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Changes to Bid Documents</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td colspan="2"></td> <td>Client Initiated Changes</td> <td style="text-align: right;">\$85,000.00</td> </tr> </table> | | 1 Change Orders | 1 Items | Total for Contract # 2012-0637 | \$85,000.00 | <i>Totals By Reason</i> | | Changed/Unforeseen Conditions | \$0.00 | | | Changes to Bid Documents | \$0.00 | | | Client Initiated Changes | \$85,000.00 |
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| | | Changes to Bid Documents | \$0.00 | | | | | | | | | | | | | | |
| | | Client Initiated Changes | \$85,000.00 | | | | | | | | | | | | | | |

The InternSource
Student Intern Hourly Cost Worksheet

| | \$10/hr | \$10.50/hr | \$11/hr | \$11.50/hr | \$12/hr | \$12.50/hr | \$13/hr | \$13.50/hr | \$14/hr | \$14.50/hr | \$15/hr | \$15.50/hr | \$16/hr | \$16.50/hr | \$17/hr | \$17.50/hr | \$18/hr | \$18.50/hr | \$19/hr | \$19.50/hr | \$20/hr |
|--------------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|------------|---------|
| Wage* | \$10.00 | \$10.50 | \$11.00 | \$11.50 | \$12.00 | \$12.50 | \$13.00 | \$13.50 | \$14.00 | \$14.50 | \$15.00 | \$15.50 | \$16.00 | \$16.50 | \$17.00 | \$17.50 | \$18.00 | \$18.50 | \$19.00 | \$19.50 | \$20.00 |
| FICA = 6.2%** | \$0.62 | \$0.65 | \$0.68 | \$0.71 | \$0.74 | \$0.78 | \$0.81 | \$0.84 | \$0.87 | \$0.90 | \$0.93 | \$0.96 | \$0.99 | \$1.02 | \$1.05 | \$1.09 | \$1.12 | \$1.15 | \$1.18 | \$1.21 | \$1.24 |
| FICA-MED = 1.45%** | \$0.15 | \$0.15 | \$0.16 | \$0.17 | \$0.17 | \$0.18 | \$0.19 | \$0.20 | \$0.20 | \$0.21 | \$0.22 | \$0.22 | \$0.23 | \$0.24 | \$0.25 | \$0.25 | \$0.26 | \$0.27 | \$0.28 | \$0.28 | \$0.29 |
| SUI = 5.25%** | \$0.53 | \$0.55 | \$0.58 | \$0.60 | \$0.63 | \$0.66 | \$0.68 | \$0.71 | \$0.74 | \$0.76 | \$0.79 | \$0.81 | \$0.84 | \$0.87 | \$0.89 | \$0.92 | \$0.95 | \$0.97 | \$1.00 | \$1.02 | \$1.05 |
| W/C = 2.98%† | \$0.30 | \$0.31 | \$0.33 | \$0.34 | \$0.36 | \$0.37 | \$0.39 | \$0.40 | \$0.42 | \$0.43 | \$0.45 | \$0.46 | \$0.48 | \$0.49 | \$0.51 | \$0.52 | \$0.54 | \$0.55 | \$0.57 | \$0.58 | \$0.60 |
| Subtotal | \$11.59 | \$12.17 | \$12.75 | \$13.33 | \$13.91 | \$14.49 | \$15.06 | \$15.64 | \$16.22 | \$16.80 | \$17.38 | \$17.96 | \$18.54 | \$19.12 | \$19.70 | \$20.28 | \$20.86 | \$21.44 | \$22.02 | \$22.60 | \$23.18 |
| Indirect = 18% | \$2.09 | \$2.19 | \$2.29 | \$2.40 | \$2.50 | \$2.61 | \$2.71 | \$2.82 | \$2.92 | \$3.02 | \$3.13 | \$3.23 | \$3.34 | \$3.44 | \$3.55 | \$3.65 | \$3.75 | \$3.86 | \$3.96 | \$4.07 | \$4.17 |
| Total Cost to You‡ | \$13.67 | \$14.36 | \$15.04 | \$15.72 | \$16.41 | \$17.09 | \$17.78 | \$18.46 | \$19.14 | \$19.83 | \$20.51 | \$21.19 | \$21.88 | \$22.56 | \$23.25 | \$23.93 | \$24.61 | \$25.30 | \$25.98 | \$26.66 | \$27.35 |

*Wage applies to all pay types, including applicable paid leave and other categories as required by local, state, and federal law.

**The rate listed is subject to change. Actual rates as of paycheck date will be charged.

†The Workers Compensation (WC) rates vary according to duties assigned. Actual rates as of paycheck date will be charged.

‡Total Cost to You will vary depending on actual rates as of paycheck date.