

Meeting Date: 9/6/2016

Report Type: Consent

Report ID: 2016-00913

Title: Supplement No. 12: Intermodal Phase 2 - Sacramento Valley Station (T15029041)

Location: District 3

Recommendation: Pass a Motion 1) authorizing the City Manager to execute Supplement No. 12 for an amount not to exceed \$369,342 with Vali Cooper & Associates, Inc. for Construction Management Services for the Intermodal Phase 2-Sacramento Valley Station; 2) ratifying the City Manager's previously approved Supplements No. 1 through No. 11); and 3) resetting the City Manager's authority for City Agreement No. 2013-0896 with Vali Cooper & Associates, Inc.

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

Presenter: None

Department: Public Works Department

Division: Business Operations

Dept ID: 15001021

Attachments:

1-Description/Analysis

2-Background

3-Supplemental Agreement No. 12

City Attorney Review

Approved as to Form

Gerald Hicks

8/30/2016 2:38:47 PM

Approvals/Acknowledgements

Department Director or Designee: Jerry Way - 8/24/2016 7:51:10 AM

Description/Analysis

Issue: Approval of Supplemental Agreement No. 12 with Vali Cooper & Associates, Inc. is required to cover the additional construction management costs associated with the rehabilitation of the historic Sacramento Valley Station.

On September 18, 2013, City Council approved a professional services agreement with Vali Cooper & Associates, Inc. for construction management services for the Sacramento Valley Station Phase 2 project including, but not limited to, general construction management; pre-construction activities during the pre-construction design-assist phase; construction phase management, including construction monitoring; construction schedule review; review and administration of construction change orders; site coordination; storm water and environmental coordination; project documentation; pay request review; labor compliance, special inspections and testing services. The original contract end date was June 30, 2016. The contract end date was extended to June 30, 2017, in a no-cost change in Supplement No. 9 on May 27, 2016. Supplement No. 12 exceeds \$100,000 and requires City Council approval and City Manager Authority exceeds 8% of the original contract value at 24.61%, therefore action is requested for resetting the City Manager Authority.

Policy Considerations: The action requested herein is consistent with the City of Sacramento General Plan goals to improve system connectivity and promote economic and infill development. City Code Title 3 Revenue and Finance Chapter 3.60.210 requires that contract revisions that add more than \$100,000, or more, require City Council to approve and ratify the change order previously issued by the City Manager, and that the City Manager shall have authority to issue supplemental agreements that increase the agreement amount, provided that the sum of all such supplemental agreements issued by the City Manager shall not exceed 8% of the original agreement price.

Economic Impacts: Not Applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA): The Federal Highway Administration (FHWA), in consultation with other federal agencies, including the Federal Railroad Administration (FRA), completed an environmental assessment (EA) of the entire Intermodal project (Phases 1-3), consistent with NEPA. FHWA determined that the project would not have a significant effect on the environment and accordingly issued a Finding of No Significant Impact (FONSI) in August 2009. The City also entered into a Section 106 Programmatic Agreement (PA)

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

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

Other: None

Commission/Committee Action: None.

Rationale for Recommendation: Approval of Supplement No. 12 in the amount of \$369,341.69 with Vali Cooper & Associates, Inc. is necessary to complete the project.

Financial Considerations: As of August 15, 2016, the budget for all intermodal projects that are currently funded is approximately \$221 million, consisting of federal, state, and local funding. Approximately \$16.7 million is currently unobligated. Grant funding is restricted to specific activities for the Intermodal Project in most cases. For the Intermodal Phase 2 (Sacramento Valley Station) Project, the estimated total cost for design and construction is estimated at \$39 million. There is currently sufficient unobligated funding to execute the supplemental agreement with \$369,341.69 with Vali Cooper & Associates, Inc. and complete construction of this phase of the project.

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

Background

The original contract was executed prior to the completion of final construction and bid documents. The project timeline has extended one year beyond the original contract date and task allocations and the scope for structural testing was not foreseen in the original contract. Therefore, these changes have necessitated the request for additional allocation of funds for the duration of construction in the amount of \$369,341.69.

Supplemental Agreements for Vali Cooper & Associates, Inc.

Vali Cooper & Associates, Inc., has been under contract for Professional Construction Management Services since September 18, 2013. The original contract total was \$1,724,672 with Supplementary Agreements, through Supplement #12, totaling \$424,381.69, or 24.61%, as follows:

Supplemental No. 1 in the amount of \$46,800 added Stantec, a sub-consultant, to perform pre-construction and construction services. The added scope included pre-construction preparation and agency approval of a Soil and Groundwater Management Plan and monitoring and oversight of health and safety, hazardous materials abatement practices, and support testing during construction. VCA also added Jennifer Clark for Office Engineering and general inspection.

Supplemental No. 2 in the amount of \$5,000.00 for Resident Engineer to assist the City of Sacramento as directed with coordination and inspection of SMUD's work as it relates to the SMUD Electric Car Charging Project and the Sacramento Valley Station Phase 2 (SVS-2) Project. Coordinate with City staff such as parking enforcement, environmental and traffic control as well as adjacent property owner of building known as the REA Building, Amtrak (and associated rail partners), other railyards efforts and the California State Railroad Museum.

Supplemental No. 3 in the amount of \$1,240.00 for additional work for Ground Penetrative Radar (GPR) imaging to satisfy Structural note 4.A regarding identifying reinforcing bar locations on sheet S2.01 of the Construction Set of documents, dated October 17, 2014.

Supplemental No. 4 in the amount of \$0.00 for Scheduling assistance due to contractor scheduling changes using a Construction Manager, Juan Zermeno, PE, at the contract allowed rate of \$155 for a Construction Manager, and Utilities coordination for AT&T services required to prevent delays to the project. Malcolm White, sole proprietor of Malcolm White Consulting at \$150/hr.

Supplemental No. 5 in the amount of \$0.00 for adding Attachment 1 to Exhibit B to contract.

Supplemental No. 6 in the amount of \$0.00 for amending their 10-H to reflect the name change of Jennifer Clark to Jennifer Bryant.

Supplemental No. 7 in the amount of \$2,000.00 for Vali Cooper Staff Reallocations: Jennifer Bryant will move from Office Engineer to Resident Engineer at the previously established pay rate. Add Susan Cervantez to Office Technician to assist Jennifer Bryant in project documentation. Add Michael Waldron as a field inspector. The result of the VC&A staff changes has no budget impacts. Replace Cheri Beck with Valerie Ramiriz and add Carmen Manuel to DCM's staff with no budget impacts. Addition of \$2,000 in test services for Construction Testing Services (CTS).

Supplemental No. 8 in the amount of \$0.00. Consultant mistakenly lowered Construction Manager rate from \$185/hr. to \$150/hr. in Supplement #7. This re-establishes the correct rate per the contract, effective March 1, 2016.

Supplemental No. 9 in the amount of \$0.00. Effective 4/1/16: Reallocation of Vali Cooper Assoc. (VCA) labor budget to subconsultant CTS for labor and Other Direct Costs (ODC). Allocation of \$13,000 from VCA labor to CTS labor in the amount of \$8,000 and to CTS ODC budget of \$5,000.

Supplemental No. 10 in the amount of \$0.00. Effective 4/1/16: Reallocation of Vali Cooper Assoc. (VCA) labor budget to subconsultant CTS for labor and Other Direct Costs (ODC). Allocation of \$17,000 from VCA labor to CTS labor in the amount of \$10,000 and to CTS ODC budget of \$7,000.

Supplemental No. 11 in the amount of \$0.00. Effective 6/1/16: Reallocation of Task 3.A funding to provide for additional personnel and ODC's for the materials and inspections subconsultant, CTS (Task 3.A.20). Also, addition of staff for Stantec environmental work.

Supplemental No. 12 in the amount of \$369,341.69. Effective July 1, 2016, covers additional VC&A staff time to the project as well as correct early design construction estimates to VC&A's ODC's and various subcontractor budget estimates increase in the estimated hours. This additional scope of work includes the following:

- a. VC&A staffing during construction (task 3.A) requires an additional \$303,682.15. VC&A's staffing for its coordinated closeout (task 4) requires an additional \$53,585.40 (recall this was reallocated in supplement 11 to cover construction

billing in June). VC&A ODC's (Miscellaneous Costs) are reduced by \$1,309.76. See attached 10-H.

- b. CTS staffing requires an additional \$21,558.00. CTS ODC's, to cover testing costs, require an additional \$8,242.00. This is task 3A.20. See attached cost estimate and revised 10-H.
- c. Stantec's staff time (task 3-supplement #1) will be reduced by \$8,928.60 due overestimation of costs in original supplement.
- d. MWC's staff time (task 3-supplement #4) will be reduced by \$7,487.50 due to overestimation of costs in original supplement.

City of Sacramento
SUPPLEMENTAL AGREEMENT

Contract #: **2013-0896-12**

Purchase Order #: **22409**

Supplemental Agreement #: **12**

Job#: **T15029041**

Project Title: **CM Services - Intermodal Phase 2 Sac Valley Station**

The City of Sacramento ("City") and Vall Cooper & Associates Inc, ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2013-0896 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:

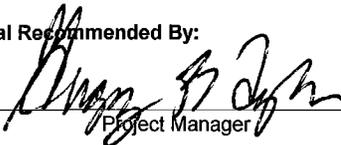
See Exhibit A

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 \$369,341.69 and said maximum not-to-exceed amount is amended as follows:

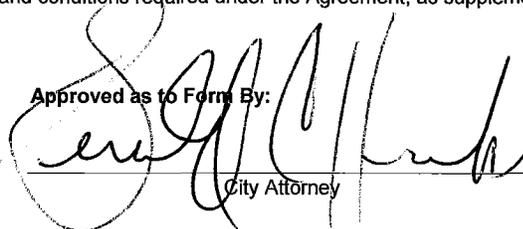
The original not-to-exceed amount:	<u>\$1,724,672.00</u>
The net change by previous Supplemental Agreements:	<u>\$55,040.00</u>
The not-to-exceed amount prior to this Supplemental Agreements:	<u>\$1,779,712.00</u>
The contract sum will be increased by this Supplemental Agreement:	<u>\$369,341.69</u>
The new not-to-exceed amount including all Supplemental Agreements:	<u>\$2,149,053.69</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 0 Days by reason of the performance of the work required by this Supplemental Agreement.
4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all the services, duties, obligations and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

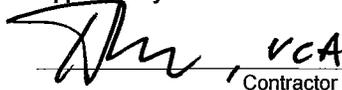
Approval Recommended By:


Project Manager

Approved as to Form By:


City Attorney

Approved By:


Contractor

Approved By:

City of Sacramento

Attested to By:

09/06/2016
Executed Date

City Clerk

Exhibit A
CM Services - Intermodal Phase 2 Sac Valley Station
2013-0896

<i>Description</i>	<i>Amount</i>
Supplemental Agreement #12	
PCO # 13.0 Client Initiated Changes	\$369,341.69
08/15/16 Effective 7/1/16, this supplement to cover additional VC&A staff time to the project as well as correct early design construction estimates to VC&A's ODC's and various subcontractor budget estimates increase in the estimated hours . This additional scope of work include the following: a. VC&A staffing during construction (task 3.A) requires an additional \$303,682.15. VC&A's staffing for its coordinated closeout (task 4) requires an additional \$53,585.40 (recall this was reallocated in supplement 11 to cover construction billing in June). VC&A ODC's (Miscellaneous Costs) are reduced by \$1,309.76. See attached 10-H. b. OTS staffing requires an additional \$21,558.00. CTS ODC's, to cover testing costs, require an additional \$8,242.00. This is task 3A.20. See attached cost estimate and revised 10-H. c. Stantec's staff time (task 3-supplement #1) will be reduced by \$8,928.60 due overestimation of costs in original supplement. d. MWC's staff time (task 3-supplemnt #4) will be reduced by \$7,487.50 due to overestimation of costs in original supplement.	
1 Items	Total for Change Order # 12 \$369,341.69

1 Change Orders	1 Items	Total for Contract # 2013-0896	\$369,341.69
<i>Totals By Reason</i>		Changed/Unforeseen Conditions	\$0.00
		Changes to Bid Documents	\$0.00
		Client Initiated Changes	\$369,341.69



Vali Cooper & Associates, Inc.

CONSTRUCTION MANAGEMENT SERVICES

August 12, 2016

Greg Taylor, AIA, LEED AP BD+C
Project Manager
City of Sacramento
915 I Street, 2nd Floor
Sacramento, CA 95811

Re: Provide Additional Funding to Vali Cooper & Associates, Inc. (VC&A) Contract (Supplemental Agreement #12)-revision 1

Reference: City Contract #: 2013-0896-6 (VC&A Contract #130025)

Dear Greg;

This letter serves as a formal request for a Supplement #12 to the above noted reference. This supplement will provide additional contract funding in the amount of \$369,341.69 (increase of 20.8 %). This amount will cover additional VC&A staff time to the project as well as correct early design construction estimates to VC&A's ODC's and various subcontractor budget estimates. Scope has not changed for DCM, Stantec or MWC.

Attached to this letter is my "Supplement 12 Backup 160809" spreadsheet. This spreadsheet projects the amount of hours remaining to complete the construction management duties as originally planned. There are many reasons for this increase in the estimated hours required at the beginning of our contract services mostly due to critical path schedule delays:

1. VC&A budget estimate was finalized prior to 100% construction docs issued
2. Additional upfront efforts by VC&A's Resident Engineer to finalize design after "Buy America" requirements were more stringently interpreted by the FRA.
3. At the request of the City, the VCA inspector was committed full-time for majority of project rather than projected first few months.
4. Additional Amtrak cutover/field coordination.
5. Additional pile/foundation work creating more VC&A and CTS inspection time and needs.
6. Large amount of unforeseen structural conditions required additional inspection and field monitoring

Specific changes to the costs are shown in the attached "Budget and Work Plan Summary 160809" and are summarized as follows:

- a. VC&A staffing during construction (task 3.A) requires an additional \$303,682.15. VC&A's staffing for its coordinated closeout (task 4) requires an additional \$53,585.40 (recall this was reallocated in supplement 11 to cover construction billing in June). VC&A ODC's (Miscellaneous Costs) are reduced by \$1,309.76. See attached 10-H.



Vali Cooper & Associates, Inc.

CONSTRUCTION MANAGEMENT SERVICES

- b. CTS staffing requires an additional \$21,588.00. CTS ODC's, to cover testing costs, require an additional \$8,242.00. This is task 3A.20. See attached cost estimate and revised 10-H.
- c. Stantec's staff time (task 3-supplement #1) will be reduced by \$8,928.60 due overestimation of costs in original supplement.
- d. MWC's staff time (task 3-supplement #4) will be reduced by \$7,487.50 due to overestimation of costs in original supplement.

Of note is DCM's reduction in price of services via supplement 11 with no reduction in DBE scope. DCM's originally estimated work, done in good faith, showed that our DBE goal would be met. It is VC&A's contention, and confirmed recently by the City in an email, that its DBE participation efforts with DCM were done in good faith, even with the final participation rate reduced, and thus, below the contract goal. DCM has accepted this revision to the price of its services without hardship.

This supplement will also allow Jennifer Bryant to continue as the Resident Engineer and become the Project Manager responsible for budget and staffing to the City. I will continue my oversight role as the senior project manager/Technical advisor. Both of our billing rates will remain the same. This is reflected in a new VC&A 10-H.

In summary, please provide the changes and additional funds in supplement 12 as noted above and in the attached. If you have any questions or concerns call me at 916-826-3038.

Sincerely,
Vali Cooper & Associates

Hank Doll, PE
Construction Manager
Attached: CTS 10-H, CTS cost estimate, VC&A 10-H, Budget and Work plan Summary, supplement 12 Backup
cc: file

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Supplement #12

CONTRACTOR Name: Vall Cooper & Associates, Inc.

Date: 8/12/2016

Project Name: Sacramento Valley Station Phase 2

Project #: T15029041

Fringe Benefit % 35.04% + *Overhead % 104.53% = Combined % 139.57%

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	OT 1.5x Negotiated Flat Hourly Billing Rate	OT 2x Negotiated Flat Hourly Billing Rate
X		Senior Project Manager/Technical Advisor	Hank Doll, PE (exempt)	\$70.20	\$185.00	\$185.00	N/A	N/A
X		Construction Manager	Juan Zermeno, PE (non-exempt)	\$58.83	\$155.03	\$155.00	N/A	N/A
		Office Engineer	Steve Matranga (non-exempt)	\$45.58	\$120.12	\$120.12	N/A	N/A
X		Resident Engineer/ Project Manager	Jennifer Bryant (non-exempt)	\$58.00	\$152.85	\$152.85	N/A	N/A
		Office Technician	Susan (Sue) Cervantez (non-exempt)	\$35.00	\$92.23	\$92.23	\$138.35	\$184.47
	X	Field Inspector	Steve Tuthill	\$58.50	\$154.16	\$135.00	\$155.00	\$175.00
	x	Field Inspector	Michael (Mike) Waldron	\$62.50	\$164.70	\$135.00	\$155.00	\$175.00

Total Other Direct Costs (ODC)	Estimated Total ODC Amount Shall Be Contract	Description	Rate	Units	Total
		Office Supplies to stock work site office (outside vendor), Printing (outside vendor), Postage/shipping (outside vendor)	At Cost		\$5,490.24
Estimated Total ODC Amount:					\$5,490.24

- 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 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).
- 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
 Hank Doll, President

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if It is the Original): Supplement #12

CONTRACTOR Name: CTS Date: 8/9/16 (effective 7/1/16)
 Project Name: Sacramento Valley Station Phase 2
 Project #: TI5029041

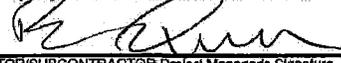
Fringe/Benefit % 85.39%	Overhead % 38.00%	Combined % 103.39%
Profit % 6.00%		
$(\text{Actual Base Hourly Rate Paid to Employee} \times (\text{Actual Base Hourly Rate Paid to Employee} \times \text{Combined \%}) + \text{Actual Base Hourly Rate Paid to Employee} \times \text{Profit \%}) = \text{A}$ $\text{A} \times \text{From \%} = \text{B}$ $\text{A} \times \text{B} = \text{Actual Fully Loaded Hourly Rate}$		

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	OT 15 Negotiated Flat Hourly Billing Rate	OT 45 Negotiated Flat Hourly Billing Rate
		Principal Charge	Rafael Greenan	\$80.00	\$172.97	\$155.00	N/A	N/A
		Project Manager	Bradford Quon	\$70.00	\$150.92	\$155.00	N/A	N/A
		Project Engineer (Registered/PA)		\$80.00	\$129.35	\$129.35	N/A	N/A
	X	Group 2 Inspector		\$39.08	\$84.21	\$84.21	\$126.32	\$168.42
	X	Group 3 Inspector		\$32.92	\$70.97	\$70.97	\$106.46	\$141.95
					\$0.00			
					\$0.00			

Description	Rate	Units	Total
Testing/Engineering/Friction Test fees (per fee schedule)	At Cost (effective 4/1/16)		\$45,832.88
Billable Total ODC Amount			\$45,832.88

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

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

 8/9/16
 CONTRACTOR/SUBCONTRACTOR Project Manager's Signature
 Bradford Quon/CTS

Revised 2/8/16



FORM
NO. 100-100

2013 FEE SCHEDULE - PB185 6/21/13
PERSONNEL FEES AND BASIS OF CHARGES
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

FIELD INSPECTION AND LABORATORY SERVICE	Standard Rate/Hour	Discounted Rate/Hour
Steel	\$125.00	\$83.78
Nondestructive - UT, MT, PT	\$125.00	\$83.78
Steel Visual/AUT Combination	\$125.00	\$83.78
Concrete ACI	\$40.00	\$27.54
Concrete ICC	\$40.00	\$27.54
Pre-Stressed Concrete	\$125.00	\$83.78
Masonry	\$125.00	\$83.78
Soil Technician w/ Nuclear Gauge and/or Sand Cone (partial to partial)	\$425.00	\$283.78
Roofing & Waterproofing	\$125.00	\$83.78
Specialty Inspections where formal certification is required	\$125.00	\$83.78
Field Inspector with Special Enhancement	\$125.00	\$83.78
Laboratory Technician	\$125.00	\$83.78
Technician, Types	\$125.00	\$83.78
PROFESSIONAL ENGINEERING SERVICES		
Principal Engineer (Civil/Structural)	\$250.00	\$175.00
Geotechnical Engineer	\$200.00	\$140.00
Consulting Engineer (Civil/Structural)	\$150.00	\$105.00
Associate Engineer, Licensed	\$150.00	\$105.00
Project Manager	\$150.00	\$105.00
Staff Engineer	\$150.00	\$105.00
Field Consultant	\$120.00	\$84.00
ASNT Level III	\$150.00	\$105.00
Drafting	\$110.00	\$77.00
Quality Control Manager	QOR	
SPECIAL SERVICES		
Portable and mobile laboratories, NOT and Soils	QOR	
Sheet Pile-Old Testing (including normal equipment)	\$120.00	\$84.00
Coring, 1 Person (including equipment)	\$150.00	\$105.00
Coring, 2 Persons (including equipment)	\$210.00	\$147.00
Project Research	QOR	
Ultrasonic Testing for Non-Destructive Materials	QOR	
Penetrometer Rehabilitation Analysis using Distastone	QOR	
Road Moisture Survey	QOR	
Soil Drying Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Rachimeter, Schmidt Hammer, Windsor Probe	\$150.00	\$105.00
Floor Flatness Testing FFR - Equipment Fee \$100/Day	\$150.00	\$105.00
Soil Moisture Testing - 33000	\$150.00	\$105.00
Foundations - Embedded Fee \$100/day	\$150.00	\$105.00
GPR - Equipment Fee \$100/Day	\$150.00	\$105.00
Administration, Secretarial, Special Projects, Notary, Travel Payroll	\$75.00	\$52.50
Concrete Groundwater Mitigation Review (less than 48 hours notice - \$500)	\$250.00	\$175.00
Welding Procedures Review (less than 48 hours notice - \$500)	\$250.00	\$175.00
Welder Qualification Test	\$150.00	\$105.00
Geotechnical Pad Load (less than 48 hours notice - \$500)	\$250.00	\$175.00
Ball Load (less than 48 hours notice - \$500)	\$250.00	\$175.00
Friction Test	\$100/day	
EXPERT WITNESS TESTIMONY		
Court appearances, per day	\$1,150.00	
Court appearances, per half day	\$580.00	

* Field inspection services will be billed in accordance with minimum shown on Basis of Charges.
 * Professional engineering services and laboratory technician services will be billed at actual rates.

* per conversation w/ B. Quan 11/20/14

All fees listed in Basis of Charges



BASIS OF CHARGES

GENERAL:

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Tests testing with nuclear gauges and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code. Fees for special projects, services overseas, or testing in the United States, will be quoted on request. With prior notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

MINIMUM HOURLY CHARGES - INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

One full day or less:	4 Hours
Over one-half day:	8 Hours
Show-up time (less than 2 hours notice):	4 hour charge
	2 Hours

WORKING HOURS AND PREMIUM TIME:

Regular workday is the first 8 hours between 8:00 am and 5:00 pm Monday through Friday. Premium time is as follows:

Overtime, Weekdays and Saturdays (first 8 hours):	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours):	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays:	3 x quoted hourly rate
Shift differential, evening and graveyard:	
(Work performed between 2:00 am and 4:00 am):	12.5% hour additional to base or quoted rate.

MISCELLANEOUS CHARGES: Only Where Applicable:

Facsimile charges: Plus 1.00/page (not for cover page):	\$5.00 minimum
Parking Fees:	At Cost
All Travel:	Cost Plus 5%
Outside Services:	Cost Plus 20%
Substance (per union contract):	\$45.00/day
Message:	Standard Federal Rate
Project Management & Administration:	6% of Monthly Invoice: Included in Rates
Samples Made by Others: Concrete Cylinders:	\$100 + Test
Samples Made by Others: All Other Tests:	\$40 + Test
Returned Check Fee:	\$100

TESTS

Testing time shown includes normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subcontractors.

INSURANCE

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

PAYMENT

Invoices will be submitted monthly or bi-monthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days. Payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

All fees added to Basis of Charge



CONCRETE AND MASONRY TESTS

		Standard Rate/Each	Discounted Rate/Each
PORTLAND CEMENT CONCRETE			
Compression test, 8" x 12" cylinder (including mold)	ASTM C-39	\$55.00	
Compression test, 4" x 8" cylinder (including mold)	ASTM C-39	\$55.00	\$25.00
Cylinder molds, 8" x 12"	ASTM C-470	\$45.00	
Cylinders stored and cured, not tested (including mold)		\$45.00	
Compression test, Shear test (including sample prep)		\$60.00	
Compression test, Cores	ASTM C-42	\$65.00	
Lightweight insulating concrete, 3" x 6" cylinders	ASTM C-495		
Compression test, including mold		\$55.00	
Unit Weight test, including mold		\$65.00	
Flexural test, 6" x 6" x 16"	ASTM C-78	\$210.00	
Splitting tensile test, 6" x 12" cylinder	ASTM C-493	\$160.00	
Unit Weight, concrete cylinder		\$35.00	
Modulus of elasticity (static)	ASTM C-469	\$220.00	
Laboratory trial batch (mixing and molding only)	ASTM C-192	\$425.00	
Drying shrinkage (2 specimens - 28 days; including prep)	ASTM C-157 Mod	\$390.00	
Unit Weight - 6" prep work, each	ASTM E-665	\$105.00	
Sample photos		\$18.00/each	\$5.00/each
High Strength Concrete - See Designated batches and other considerations		QOR	
Compression tests (over 8000 p.s.i. or 400 N)		\$105.00	
Grab sample, sealing and storing for 2 months in a humidity and temperature controlled room		\$35.00	
MASONRY			
Compression test		\$55.00	
Mortar 2" x 4" cylinder, U.B.C. (including mold)		\$45.00	
Mortar molds, 2" x 4", Single use		\$55.00	
grout, U.B.C.		\$55.00	
Mortar or grout, stored and cured (not tested (including mold))		\$55.00	
non-shrink grout		\$68.99	\$35.00
2" x 2" x 2" cubes		\$68.99	\$35.00
cubes (including sample prep)		\$105.00	
compressive grout prism, each		\$105.00	
Shear test - bed joint - Press method (including sample prep)		\$180.00	
Compression test, gross area only each	ASTM C-140	\$90.00	
Compression test, net area and gross area each	ASTM C-140	\$110.00	
Absorption, Moisture content and unit weight	ASTM C-140	\$110.00	
Linear Shrinkage	CMA Rapid Method	\$115.00	
Linear Shrinkage	Brick Method	\$140.00	
Tensile test	CMA Method	QOR	
Non-standard Block (all tests)		QOR	
* BRICK			
Modulus of Rupture	ASTM C-67	\$105.00	
Compression	ASTM C-67	\$105.00	
Saturation coefficient (including absorption)	ASTM C-67	\$105.00	
Soak test	ASTM C-67	\$105.00	
Efflorescence	ASTM C-67	\$105.00	

*Unusual sample preparation for each specimen will be charged at the established hourly rate.

All fees in this list of charges



CONSTRUCTION TESTING SERVICES

SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS

SOILS	Standard Reference	Discriminated Reference
Proctor Index	ASTM D-4318	\$230.00
Expansion Index	ASTM D-4829/UC19.2	\$230.00
Laboratory maximum density tests	ASTM D-1557/D-998	\$345.00
	Call: 218 (Wet Season)	\$375.00
	Call: 301	\$340.00
"R" (Resistance) value (minimum 3 pts) Untreated	ASTM C-1063	\$235.00
California bearing ratio, with curve	Call: 312	\$315.00
Cement treated base laboratory design (3 specimens)	Call: 312	\$255.00
Cement treated base field control (3 specimens)		
(Aggregate quality test not included)		
Cement treated base Mix Design (additional cement content)		\$110.00
Moisture Content Determination & Dry Density	ASTM D-2216/D-2937	\$55.00
Moisture Density Check Tests		\$180.00
Unconfined Compressive Strength	ASTM D-2168	\$170.00
Triaxial Compression Test		\$525.00
Direct Shear Test		\$315.00
Cementation		\$525.00
pH of Soil		\$275.00
Hydraulic Conductivity	ASTM D-5084	\$315.00
Sieve Analysis -		
Coarse Retained on No. 4 Sieve	ASTM C-136/CASL202	\$130.00
Fine Passing No. 4 Sieve	ASTM C-136/CASL202	\$170.00
Combined with 200 Wash		\$200.00
200 Wash Only	ASTM C-117	\$130.00
Hydrometer analysis - includes fine sieve	ASTM D-422	\$335.00
Specific gravity, Bulk SS.D.		
Coarse (includes absorption)	ASTM C-127	\$135.00
Fine (includes absorption)	ASTM C-128	\$135.00
Carotage Tests on Soils	ASTM Carotage	\$280.00
AGGREGATES		
Cleaness value	Call: 227	\$245.00
Sand equivalent (average of 3)	Call: 217	\$465.00
Durability test coarse	Call: 229	\$270.00
Durability test fine	Call: 229	\$250.00
Durability factor combined	Call: 229	\$265.00
Crushed particles - Coarse and fine	ASTM D-693/Call: 205	\$410.00
Soil on sulfate soundness, per area fraction (5 cycles)	ASTM C-88/Call: 214	\$145.00
Low Angle Panel C335	ASTM C-131/Call: 211	\$300.00
Unit weight of aggregate	ASTM C-26/Call: 212	\$110.00
Organic Impurities		\$100.00
Wet/Dry		\$170.00
Fat and clay sized particles	D4781, CE119, CE120	\$110.00

*Shaded sample preparation (dried sieve, soaked clay, etc.) and all other tests for treated or untreated soils, wherever shown and appropriate shall be charged at established rates for laboratory facilities.
 **Does not include course preparation of base materials.

Determination of AC Content	Call: 382	\$300/Ea
Determination of AC Content (corr. factor)	Call: 382	\$300/Ea

All fees in \$1000 or Cash of Cheque



SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS *Continued...*

ASPHALTIC CONCRETE

	Standard	Rate/Each
Stability tests, prepared per samples -		
Hveem (2 specimens)	Calif. 366	\$385.00
Marshall (3 specimens)	ASTM D-1559	\$600.00
Marshall (1 specimen)		\$80.00
Swell (in conjunction with Hveem stabilometer)	Calif. 385	\$200.00
Moisture content, xylene reflux	ASTM D-2172	\$215.00
Extraction, % asphalt - Method B	ASTM D-2172	\$250.00
Extraction with Celsion		\$370.00
Asphalt Specific Gravity and Unit Weight	ASTM D1198	\$105.00
Asphalt softening	ASTM D-1684/Calif. 302	\$105.00
Centrifuge kerensons equivalent, percent oil retained	Calif. 303	\$185.00
Lab Test Maximum Density - LYND	Calif. 375	\$380.00
Marshall Maximum Density	Calif. 304	\$300.00
Rise Maximum Theoretical Specific Gravity	ASTM D-2041/Calif. 309	\$205.00
Unit weight compacted sample	Calif. 308	\$135.00
Unit weight compacted core	Calif. 308	\$135.00
Thickness of asphalt concrete cores		\$105.00
Complete asphalt design for given asphalt and aggregate by one of the following methods:		
1. Hveem TM CA 357		\$175.00
2. Marshall, Asphalt Inst. MS-2		

MATERIALS MECHANICAL TESTS

#3 to #8 Rebar Tensile/Bend Tests	ASTM A-615	\$210.00
#9 to #11 Rebar Tensile/Bend Tests	ASTM A-615	\$265.00
#14 Rebar Tensile Tests	ASTM A-615	QDR
#9 and Smaller Rebar Bend Tests	ASTM A-615	\$105.00
Mechanical Couplers		QDR
High Strength Bar Test		
Bolt: Proof Load & Ultimate Load		\$180.00
Hardness		\$45.00
Nut: Proof Load		\$160.00
Hardness		\$45.00
Washers: Hardness		\$105.00
Factorial Set (1 bolt, nut & 1 washer)		\$185.00
Tensile & Elongation Test		\$385.00
Tensile Test PIP		\$750/Ea

CONTACT INFORMATION

Headquarters: 2118 River Drive • Pleasanton, CA 94588 • P 925.482.5151 • F 925.482.5183
 Peninsula: One Embarcadero Center, Suite 535 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357
 Oakland: 246 30th Street • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825
 San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201
 Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7654
 Sacramento: 4770 Duckhorn Drive • Sacramento, CA 95834 • P 916.418.4747 • F 916.419.4774
 Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.267.4716

All fees subject to fluctuation of charges



CONSTRUCTION TESTING SERVICES

PRELIMINARY ESTIMATE: INSPECTIONS & TESTING

DATE: 07/06/16
 PROPOSAL No.: P8185
 CLIENT: Vali Cooper & Associates
 PROJECT: Sacramento Valley Station - Intermodel Phase II
 LOCATION: Sacramento, CA

*Revised Supplement #11

ITEM: I ONSITE TESTING & INSPECTIONS	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE				
PIERS		8	\$84.21	
FOOTINGS/GRADE BEAMS		8	\$84.21	
WALLS & COLUMNS		8	\$84.21	
SLAB ON GRADE		8	\$84.21	
MISC CONCRETE		8	\$84.21	
SITWORK CONCRETE	5	4	\$84.21	\$1,684.20
FIELD WELDING/HIGH STRENGTH BOLTING	10	4	\$84.21	\$3,368.40
EARTHWORK/COMPACTION	10	4	\$84.21	\$3,368.40
ROUGH GRADING		8	\$84.21	
FINE GRADING		8	\$84.21	
UTILITY TRENCH BACKFILL		8	\$84.21	
SITWORK SUBGRADE AND BASEROCK		8	\$84.21	
PAVEMENT SUBGRADE		8	\$84.21	
PAVEMENT BASEROCK		8	\$84.21	
<i>Preliminary Sub-Total of On-Site Testing & Inspection (approx.)</i>				\$8,421

ITEM: II OFFSITE TESTING & INSPECTIONS	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
STEEL SHOP DAY*	15	8	\$84.21	\$10,105
OT STEEL SHOP DAY* (Saturday)	3	8	\$126.32	\$3,032
<i>Preliminary Sub-Total of Off-Site Testing & Inspection (approx.)</i>				\$13,137

ITEM: III LABORATORY TESTING & ENGINEERING	ESTIMATED UNITS/HOURS	UNIT PRICE	ESTIMATED TOTAL
CONCRETE COMPRESSION TESTS (C39)	20	\$25	\$500
COMPACTION CURVE (D1557)	5	\$200	\$1,000
** CAL 216 COMPACTION (New test - needs to be added to 10-H form)	10	\$375	\$3,750
SAMPLE PICK-UPS	25	\$5	\$125
PROJECT MANAGER REVIEW (BRAD QUON)	19	\$150.92	\$2,867.48
<i>Preliminary Sub-Total of Laboratory Testing & Engineering (approx.)</i>			\$8,242.48

<i>Preliminary Estimated Fees</i>	\$29,800
<i>Project Management & Administration 6%</i>	\$0
<i>Total Preliminary Estimated Fees</i>	\$29,800

* Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.
 No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.
 Estimate based on plans by H.D. Rueb Engineering, dated 8/19/14 and DSA-103 form, dated 8/19/14 and conversation with Jennifer Bryant/Vali Cooper.
 Certified Payroll processing are included in rates.
 **Cal 216 Test were included on Fee Schedule in original contract but included here due to the tests remaining that still need to be completed

Vali Cooper & Associates, Inc.
 Supplement #12 Cost Summary for
 Professional Construction Management Services
 for City of Sacramento's Intermodal Phase 2 - Sacramento Valley Station
 8/12/16 (Effective 7/1/16 billing)

TASK	NAME	ROLE	Cost	Cost	Cost
TASK 1 Team Building			Supplement #12	Supplement #12	Supplement #12
1A.2.1.9	Learning Approach				
	Hank Doll, PE	Construction Manager	9,250.00		9,250.00
	Kelly Mielbrecht, PE	Resident Engineer	5,425.00		5,425.00
		subtotal=	\$14,675		14,675.00
TASK 2 Design Development and Contract Documents Phase					
2A.1.3.6	DD & CD Phase				
	Hank Doll, PE	Construction Manager	18,500.00		18,500.00
	Kelly Mielbrecht, PE	Resident Engineer	50,840.00		50,840.00
	Steve Matranga/Jennifer Clark	Office Engineer/Inspector	35,840.00		35,840.00
		subtotal=	\$105,180		105,180.00
TASK 3 Construction Phase					
3.A	Construction Management				
	VCA Staff		1,193,790.00		1,193,790.00
	VCA Staff Supplement #2		5,000.00		5,000.00
	VCA Staff Supplement #9		(13,000.00)		(13,000.00)
	VCA Staff Supplement #10		163,000.00		163,000.00
	VCA Staff Supplement #11		(6,783.66)		(6,783.66)
	VCA Staff Supplement #12			303,682.15	303,682.15
		subtotal=	1,342,006.34	303,682.15	1,645,688.49
3.A.4	Labor Compliance				
	DCM	DBE	105,302.00		105,302.00
3.A.20	Materials Testing & Special Inspection				
	CTS (Personnel)	Note 8	101,897.78	21,558.00	123,455.78
	CTS ODC's (Testing fees)		37,590.88	8,242.00	45,832.88
		subtotal=	139,488.66	29,800.00	169,288.66
Suppl. #1	Soils Management and HazMat Oversight				
	Stantec (Personnel)	Note 8	44,800.00	(8,928.60)	35,871.40
	Stantec ODC's (Soils Test)		2,000.00		2,000.00
		subtotal=	46,800.00	(8,928.60)	37,871.40
Suppl. #4	AT&T Utility Coordination & Inspection				
	Malcolm White Consulting		11,250.00	(7,487.50)	3,762.50
		Task total=	\$1,644,847.00	317,066.05	1,961,913.05
TASK 4 Coordinated Closeout					
4A	Coordinated Closeout				
	VCA Staff	per 10-H	8,210.00	53,585.40	61,795.40
		subtotal=	\$8,210	53,585.40	61,795.40
Miscellaneous Costs					
	Misc. Direct Costs (printing photos, mail, misc office supplies etc.)		6,800.00	(1,309.76)	5,490.24

1,645,688.49 (check)

1,961,913.05 (check)

to task 3.A (\$100K)

1,779,712.00	369,341.69	2,149,053.69
Cost	Cost	Cost
Supplement #12	Supplement #12	Supplement #12

2,087,258.29 (check)

TASK	NAME	Rate	Cost	Suppl 11	Suppl 12
TASK 1 Team Building					
1.A.1.B	Teaming Approach		\$14,675	\$14,675.00	\$0.00
TASK 2 Design Development and Contract					
2.A.1.B.1.C	DD & CD Phase		\$105,180	\$105,180.00	\$0.00
TASK 3 Construction Phase					
3.A	Construction Management				
	Hank Doll, PE	185	\$5,550		
	Jennifer Bryant, PE	153	\$155,907		
	Juan Zermeno, PE	155	\$0		
	Sue Cerventez	192	\$61,794.10		
	Steve Matranga	120	\$0		
	Steve Tuthill	135	\$126,225		
			\$1,645,688	\$1,342,006.34	\$303,682.15
3.A.4	Labor Compliance				
	DCM	98.83	\$37,092		
			\$105,302	\$105,302.00	\$0.00
3.A.20	Materials Testing & Special Insp				
	CTS	66.67	\$29,800		
			\$169,289	\$139,488.66	\$29,800.00
	Utilities Coordination				
	Malcolm White Consulting		\$500	\$2,000	
			\$3,763	\$11,250.00	-\$7,487.50
	Environmental Oversight				
	Stantec Consulting		\$1,000	\$9,000	
			\$37,871	\$46,800.00	-\$8,928.80
			\$1,961,913	\$1,644,847.00	\$317,066.05
TASK 4 Coordinated Closeout					
4.A	Coordinated Closeout				
	Hank Doll, PE	185	\$1,850		
	Jennifer Bryant, PE	155	\$39,525		
	Sue Cerventez	120	\$20,420		
	Steve Tuthill	135	\$0		
			\$61,795	\$8,210.00	\$53,585.40
Miscellaneous Costs					
	Misc. Direct Costs (printing photos, mail, misc)	200	\$2,000		
			\$5,490	\$8,800.00	-\$1,309.76
TOTAL					
			\$2,149,054	\$1,779,712.00	\$369,341.69

Original Assumptions Used:

1. Assume construction activities between January 201
 2. Used an average of 170 hours per month and no ove
 3. Assume contractor works 5 days/week, 8 hours/day
 4. VC&A is willing to work with the City PM to adjust sta
- Notes:**
1. All rates include base pay, fringe benefits, overhead, laptop computers, vehicles, safety gear, and hand tools.
 2. All hours are billed in conformance to the California I
 3. All billing is on a time and material basis. Client will b
 4. Reproduction, subcontractors & other direct costs bill
 5. Contract time may be extended by weather or unfo
 6. Task values are an approximation of hours for a giver
 7. All rates are based on calculated 10-H forms and fall
 8. Material Testing and Special Inspection work is estim
 9. The total fee was predicated on RFP conditions and 6
 10. Office space, utilities, color Toshiba e-studio 3500C
 11. Budgeted amounts shown are estimates of work to b
 12. Software licensing costs excluded, however it may b
 13. City to provide project surveying and BIM services. V
 14. City will provide for yearly rate increases to match rate of infla

**Previously approved 10-H
forms enclosed for
reference**

CITY OF SACRAMENTO 10-H FORM

Approved with Supplement # (type Original if it is the Original): Supplement 11
 CONTRACTOR Name: Stantec Date: 6/1/2016
 Project Name: Sacramento Valley Station Phase 2
 Project #: T15029041

Fringe Benefit %		Overhead %		Combined %		
61.95%		19.53%		81.48%		
Profit %		5.00%				
(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 OI)	Actual Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate
X		Onsite (non prevailing wage)	Colin Ryan	\$25.34	\$73.48	\$73.48
X	X	Soil and Material Tester	Colin Ryan	\$49.28	\$139.09	\$139.09
X		Environmental Manager	Elias Rashmew (rate approximate and exceed	\$100.00	\$289.96	\$175.00
X		Environmental manager	Dean Mochrie (rate approximate and exceed	\$80.00	\$289.96	\$150.00
X		Onsite (non prevailing wage)	Brian Egger	\$32.17	\$93.28	\$93.28
X	X	Soil and Material Tester	Brian Egger	\$55.17	\$159.97	\$140.00
X		Admin	Robley Lawson	\$15.00	\$43.49	\$43.49
		Environmental manager	Danielle Manning	\$40.00	\$115.98	\$115.98
					\$0.00	\$0.00

Other Direct Costs (ODC)	Description	Rate	Units	Total
	Soil Sample Testing	At Cost (see attached Sunstar rates)	\$1.00	\$2,000.00
	Estimated Total ODC Amount:			\$2,000.00

- 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 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) [Signature] 6/1/2016

SUNSTAR LABORATORY

SunStar Laboratory, Inc.
 25712 Commerce Centre Drive
 Lako Forest, CA 92650
 530-304-5525
 916-372-7523 FAX
 info@sunstarlabs.com

PRICING FOR ANALYTICAL SERVICES

Date:	09/13/13	Expires:	9/19/2015	Quote No.	Stanlec 91313
Contact Person:	Elas Rashmawi				
Client:	Stanlec				
Street Address:	3017 Kigara Road, Suite 100				
City, State, Zip:	Rancho Cordova, CA 95670				
Telephone:	9167738100				
Fax:					
Project Name:	Pricing bill 2015			Project #:	
SunStar Contact:	Bill Hannel				

Requested Parameters	Method	Matrix	QTY	TAT	Unit Price	Total Price
Standard TAT Pricing						
Semi Volatiles	8270	Variety		5days	85.00	
VOC's	8260	Variety		3days	55.00	
CAM 17 Title 22 Metals	6010	Variety		5days	90.00	
TPH Diesel/ Motor Oil	8015M	Variety		3days	32.00	
Asbestos	600/r-93/116			5days	34.00	
24 Hour TAT Pricing						
Semi Volatiles	8270	Variety		24 hr	128.00	
VOC's	8260	Variety		24 hr	82.00	
CAM 17 Title 22 Metals	6010	Variety		24 hr	135.00	
TPH Diesel/ Motor Oil	8015M	Variety		24 hr	48.00	
Asbestos	600/r-93/116			24hr	44.00	
48 Hour TAT Pricing						
Semi Volatiles	8270	Variety		48 hr	115.00	
VOC's	8260	Variety		48 hr	74.00	
CAM 17 Title 22 Metals	6010	Variety		48 hr	122.00	
TPH Diesel/ Motor Oil	8015M	Variety		48 hr	43.00	
Asbestos	600/r-93/116			48hr	39.00	
72 Hour TAT Pricing						
Semi Volatiles	8270	Variety		72 hr	102.00	
VOC's	8260	Variety		72 hr	55.00	
CAM 17 Title 22 Metals	6010	Variety		72 hr	168.00	
TPH Diesel/ Motor Oil	8015M	Variety		72 hr	38.40	
Asbestos	600/r-93/116			72hr	35.00	
Subtotal						50.00

Total Analytical Cost \$

SunStar Client Services	Charge
Sample Containers/Coolers	Included*
COC Forms/Seals/Labels	Included
Preservatives/Blue Ice	Included
Standard Default Level QA/QI	Included
Sample Disposal	Included**

For Sample Pick-Up, Contact Client Services at
 530-304-5525

Summary of Services

Approved with Supplement B (Type Original if it is the Original) 7/3/2013
 CONTRACTOR Name: Y15022048 Date: 2/8/2015
 Project Name: Sacramento Phase 2 - Sacramento Valley Station
 Project #: Y15022048

Fringe Benefit % 28.00%		Overhead % 40.00%		Combined % 68.00%		
Profit % 13.00%		[Actual Base Hourly Rate Paid to Employee + Actual Base Hourly Rate Paid to Employee + Combined %] = A A + Profit % = B A + B = Actual Fully Loaded Hourly Rate				
Key Staff	Proposed Wage	Description	Rate	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 Full Hourly Billing Rate
<p>By signing here, we agree to the rates shown, and that this is intended to be a binding contract.</p> <p><i>[Signature]</i> Victorio Contreras Victorio Contreras</p>						

