

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

404



FROM: Department of Facilities Management

SUBMITTAL DATE:
April 1, 2009

SUBJECT: Ben Clark Training Center Modular Infrastructure Project - Notice of Completion

RECOMMENDED MOTION: That the Board of Supervisors:

Departmental Concurrence

1. Approve a reduction of the contract retention for Superior Construction Specialties, Inc. from 10% to 5% per the General Conditions of the contract and authorize the release of \$145,331 in retained funds to the contractor in accordance with the contract terms;
2. Ratify final change order No. 3 and find that the extra work is integral to the project;
3. Accept the Ben Clark Training Center Modular Infrastructure Project constructed by Superior Construction Specialties, Inc., as complete and authorize the Clerk of the Board to file the Notice of Completion;

(Continued)

Robert Field

Robert Field
Assistant County Executive Officer

Reviewed by
CJP/BAM
Christopher Hans
Christopher Hans

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 950,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 950,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

SOURCE OF FUNDS: General fund designation (previously approved budget)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Jennifer L. Sargent*

County Executive Office Signature

Jennifer L. Sargent

- Consent
- Policy
- Consent
- Policy

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.13, 12/23/08; 3.28, 7/15/08; 3.98, 7/01/08; 3.100, 7/01/08

District: 1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.14

RECOMMENDED MOTION: (Continued)

4. Approve a \$950,000 increase in the project budget;
5. Ratify the attached Amendment No. 1 to the professional services agreement between the County of Riverside and TMAD, Taylor & Gaines of Ontario, California, in the amount of \$48,820 and authorize the Chairman to execute the agreement on behalf of the County; and
6. Authorize the Director of Facilities Management to administer Amendment No. 1 in accordance with applicable Board policies.

BACKGROUND:

On July 1, 2008, the Board of Supervisors approved the construction agreement between Superior Construction Specialties, Inc. and the County of Riverside for the Ben Clark Training Center (BCTC) Modular Classroom project.

The General Conditions of the Contract state that after the 50% completion point of the contract work, if satisfactory progress is being made the County has sole discretion to reduce the retention to a minimum of 5% of the contract. Superior Construction Specialties, Inc. has completed the work on time and in a professional manner. Therefore, Facilities Management recommends that the contract retention be reduced to 5% of the contract and the Clerk of the Board to file the Notice of Completion.

The project has been inspected and found to comply with all contract requirements. This Board action will release the balance of the contract retention funds of \$145,331 to Superior Construction Specialties, Inc. All deadlines were met during the project and the modular units are now being utilized by the user departments. County Counsel has approved the Notice of Completion as to legal form.

The change order will compensate Superior Construction in the amount of \$210,147 for the added scope of work that is integral to the project. The additional scope includes constructing foundation systems for four (4) pre-engineered buildings erected at the Ben Clark Training Center. BCTC has undergone major renovations over the last several months to accommodate an insurgence of academies, training personnel and staff. The BCTC Modular Infrastructure project was an integral phase that allowed approximately sixty (60) modular units to receive electrical, water and sewer services. These units were required to be in place and functioning prior to the commencement of each new academy and were considered to be the only available facilities to conduct training. Therefore, any postponements to this project would have caused delays and potential cancellations of incoming academies. The total project budget will need to increase by \$950,000 in order to account for the increase in construction costs, additional design costs, inspections and project management time.

BACKGROUND: (Continued)

On July 15, 2008, the Board of Supervisors approved a professional services agreement between the County of Riverside and TMAD, Taylor & Gaines for the design of the BCTC Temporary Modular Classroom Project. The original scope of the contract did not include construction administration and plan check fees. Additional fees were incurred due to site constraints and changes to the design as required by the local water district. Amendment No. 1 will increase TMAD, Taylor & Gaines compensation by \$48,820. County Counsel has approved the amendment as to legal form.

FINANCIAL IMPACT:

The approximate allocation of the budget increase is as follows:

Original Project Budget	\$3,000,000
Additional Design Fees	\$95,000
Additional Construction Fees	<u>\$855,000</u>
Revised Total Project Budget:	\$3,950,000

Project related expenditures for FY 08/09 are estimated at \$950,000. All associated costs pertaining to the agreement will be fully funded through the Capital Improvement Program Fund. Thus, no additional Net County Cost will be incurred as a result of this agreement

COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
DESIGN & CONSTRUCTION DIVISION

CHANGE ORDER NO. 3

Date: 1/5/2009

Project: BCTC - Modular Infrastructure Project

To Contractor:

Superior Construction
1500 Crafton Ave, #132
Mentone, CA 92359

Project No.:

FM08110003926

Distribution:

Project Manager
Contractor

Inspector
Design & Construction Division

You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work:

1) Power Requirements for Modular #16 as per RFI #12			
COR #22 R-1	ADD	\$	75,636.79
2) Credit for Drywell Systems			
COR #19 R-2	DEDUCT	\$	(29,850.00)
3) Additional Construction Requirements per Design Change for Grinder			
COR #24 R-1	ADD	\$	22,763.17
4) Slab and Foundations for three (3) remaining Metal Buildings			
COR #20	ADD	\$	100,000.00
5) Credit cost for sidewalk thickened edges/rebar			
COR #25	DEDUCT	\$	(5,233.00)
6) Extra Grading work at Cal-Fire Grinder Slab			
COR #34	ADD	\$	9,975.96
7) Added electrical & Concrete at MS3			
COR #36	ADD	\$	12,154.86
8) Redwood header credit at Dahlia St.			
COR #37	DEDUCT	\$	(5,296.08)
9) Added circuit breaker at DB panel			
COR #39	ADD	\$	3,727.86
10) Credit for omitted sidewalks/added gravel			
COR #40	ADD	\$	(19,728.22)
11) Added extra misc. concrete items (ramps, sidewalks, etc.)			
COR #41	ADD	\$	23,185.49
12) Added extra work for added waterline to CHP			
COR #42	ADD	\$	3,136.54
13) Added extra storm drain & channel grates			
COR #43	ADD	\$	19,673.92

The specifications, where pertinent, shall apply to these changes.

This Change Order provides for a time extension of 0 calendar days.

APPROVAL

County of Riverside

By _____

Authority for Change:

Board Minutes of: 3-100-7/1/08

Accepted By: [Signature] 1-13-09
Date

Design & Construction Div. _____ Date

[Signature] 1-6-09
Contractor Date

[Signature] 1-12-09
Project Manager Date

Original Contract	\$	2,468,000.00
Prior Authorized <input checked="" type="checkbox"/> ADD <input type="checkbox"/> DED	\$	228,466.44
Total Contract Prior to this Change	\$	<u>2,696,466.44</u>

Authorized Changes on this C.O.:

Addition	\$	270,254.59
Deduction	\$	60,107.30

NET: Addition Deduction \$ 210,147.29

Amount of Contract Authorized Including this Change Order \$ 2,906,613.73

To be recorded with County Recorder
within 10 days after completion.
No recording fee.

When recorded, return to:
Clerk, Board of Supervisors
4080 Lemon St., 1st Floor
Riverside, CA 92501

Notice of Completion
(Civil Code § 3093 - Public Works)

(For Recorder's Use)

Notice is hereby given by the undersigned owner, a public entity of the State of California,
that a public work of improvement has been completed, as follows:

Project title or description of work: Ben Clark Training Center Temporary Modular Infrastructure Project
FM08110003926

Date: Date Hereof

Nature of owner: Government

Interest or estate of owner: In Fee

Address of owner: Clerk of the Board of Supervisors, County Administrative Center
4080 Lemon Street, Riverside, CA 92501

Name of contractor: Superior Construction Specialities, Inc.
P.O. Box 639
Forest Falls, CA 92339

Street address or legal description of site: 3423 Davis Avenue
Riverside, CA 92518

Dated: _____ Owner: County of Riverside
(Name of public entity)

ATTEST:
Kecia Harper-Ihem, Clerk of the Board

By: _____, Deputy

By: Jeff Stone
Title: Chairman, Board of Supervisors

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

I am the Chairman of the governing board of the
County of Riverside

the public entity which executed the foregoing notice and on whose behalf I make this verification:
I have read said notice, know its contents, and the same time is true. I certify under penalty of
perjury that the foregoing is true and correct.

Executed at _____, California on _____ (Date)

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL VICTOR 4/10/09
DATE

AMENDMENT NO. 1

To The

AGREEMENT

Between

THE COUNTY OF RIVERSIDE AND TMAD, TAYLOR & GAINES

The County of Riverside and TMAD, Taylor & Gaines of Ontario, CA hereby agree to amend that certain agreement for Professional Engineering Services associated with the Ben Clark Training Center Modular Infrastructure Project approved on July 15, 2008, Agenda Item 3.28 as follows:

- 1. SCOPE OF SERVICES shall be modified in paragraph 1.1 to add the following sentence:

“Consultant shall provide additional services as outlined and specified in **Exhibit A-1** consisting of five (5) pages attached hereto and incorporated herein by this reference”.

- 3. COMPENSATION shall be modified in paragraph 3.1 to add the following sentence:

“The County shall pay the Consultant for services performed and expenses incurred in accordance with the terms of this **Amendment No. 1** and further identified in **Exhibit A-1** attached hereto and incorporated herein. The total amount of additional compensation paid to the Consultant for services under this Amendment No. 1 shall not exceed the sum of **\$48,820** (for a new not to exceed total of **\$141,820**) unless a written amendment to this Agreement is executed by both parties prior to performance of additional services. Reimbursable expenses will not change and will continue to be **\$3,000.**”

- All other terms and conditions of the agreement shall remain in full force and effect.

Recommended for Approval:

County of Riverside

Assistant County Executive Officer/EDA/FM

Chairman, Board of Supervisors

ATTEST:
Nancy Romero
Clerk of the Board

TMAD, Taylor & Gaines

By

Title Vice President Civil

By _____
Deputy
(Seal)

FORM APPROVED COUNTY COUNSEL

BY: MARSHAL L. VICTOR DATE: 4/10/09



STRUCTURAL MECHANICAL ELECTRICAL AND CIVIL ENGINEERS

Anaheim Ontario Pasadena Phoenix Riverside San Diego San Francisco Thousand Oaks

February 18, 2009

Mr. Jason Plotkin
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
3133 Mission Inn Avenue
Riverside, CA 92507

**Project: Ben Clark Training Center – Modular Infrastructure Project
TTG# 6008-517P (Add Service to PN 6008-015-00)**

Reference: Additional Civil Engineering Services Proposal

Dear Jason:

In accordance with your request, **T MAD TAYLOR & GAINES (TTG)** is presenting to you this **Additional Services Proposal** for the **Ben Clark Training Center Modular Infrastructure Project**.

This proposal is based upon our weekly project status meetings, emails, and telephone conversations as they pertain to site development changes. I believe you will find the Scope and Fee to be in line with our previous conversations and inclusive of all site changes, plan modifications, and surveying coordination necessary for the completion of the project.



Exhibit A-1

SCOPE AND FEE

	<u>ORIGINAL AMOUNT</u>	<u>ADDITIONAL AMOUNT</u>	<u>REVISED AMOUNT</u>
Task 1. Research	\$ 600	\$ 1,200	\$ 1,800
Additional coordination/research of site monumentation was required to aid in the vertical and horizontal alignment of the site.			
Task 2. Field Surveying	\$ 13,200	N/A	\$ 13,200
Task 3. Topographic Mapping	\$ 10,700	N/A	\$ 10,700
Task 4. Precise Grading Plan	\$ 25,500	\$ 17,500	\$ 43,000
During the design and construction phase of the project it was discovered that neither Sheriff Personnel nor the Fire Campus were graded per plan. This resulted in the need for the redesign of both the grading and utilities plans to comply with the as-built/as-graded conditions. Additionally, due to unforeseen field conditions, modular buildings within the Fire Campus were not placed per plan resulting in yet further redesign, which resulted in further overruns from the original contract hours.			
Task 5. Sanitary Sewer Design	\$ 15,000	\$ 2,200	\$ 17,200
During the design phase of the project additional connections, laterals, and modifications to the existing sewer system were required pursuant to Western Municipal Water District comments. These changes were not within the original scope for the project resulting in task hour overruns.			
Task 6. Specifications	\$ 3,500	N/A	\$ 3,500
Task 7. Utility Connections	\$ 10,000	-\$ 3,380	\$ 6,620
During the design phase of this project additional coordination was required between TTG and Albert A. Webb & Associates to coordinate the placement and sizing of the proposed water meters as required by Western Municipal Water District. However, a deduction was issued to compensate for some of the field changes that were required to be made by SCS to accommodate the modular buildings.			



	<u>ORIGINAL AMOUNT</u>	<u>ADDITIONAL AMOUNT</u>	<u>REVISED AMOUNT</u>
Task 8. Meetings	\$ 6,500	\$ 2,500	\$ 9,000
During the design phase of this project additional meetings were required to coordinate the site features, objectives, and overall design scheme.			
Task 9. Construction Administration	\$ 8,000	\$ 26,000	\$ 34,000
Additional Construction Administration services above and beyond the original scope were required throughout the construction phase of the project. This includes weekly construction meetings, site visits, and RFI responses. Additionally, this task covers all coordination efforts required between TTG and Guida Surveying for the construction staking of the project.			
Task 10. Metal Building Structural Review	N/A	\$ 2,800	\$ 2,800
TTG was asked to perform a cursory review of the foundation plans for the proposed metal buildings and make comment to the completeness and accuracy of said plans.			
Contract Fee Totals:	\$ 93,000	\$ 48,820	\$ 141,820
		Requested Change Order Amount: \$ 48,820	



**2008
SCHEDULE OF CHARGES FOR
ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$190	Designer	\$115
Project Manager.....	\$170	CADD Operator	\$ 85
Project/Senior Engineer.....	\$150	Construction Administrator	\$125
Engineer.....	\$125	Word Processor/Clerical.....	\$ 65

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of eight hours per weekday and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car	\$0.50/mile with minimum of	\$ 25/day	
Plotting (except for in-house use)	\$3.00/sheet	Photo Copy	\$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each new year.

INSURANCE

TMAD TAYLOR & GAINES maintains General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 and professional Liability insurance with a limit of \$2,000,000 per occurrence for its own account and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.



Mr. Jason Plotkin, County of Riverside Facilities Management
Ben Clark Training Center - 6009-517P
Revised February 18, 2009
Page 6 of 6

STANDARD TERMS AND CONDITIONS

Insurance:

TMAD TAYLOR & GAINES (TTG) maintains Professional Liability, General Liability Insurance for bodily injury and property damage with an aggregate limit of \$2,000,000 per occurrence for its own account and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.

Billings/Payments:

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable 10 days after the Client receives payment from the Owner. If the invoice is not paid within 10 days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. If the Engineer does not receive any objections to any invoice it generates within 10 days after it is submitted for payment to Client then the amount stated shall be conclusive with regard to the amounts billed on that invoice and not subject to further objection or review at any later time by the Client.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Engineer. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall defend, indemnify and hold harmless TTG and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Engineer), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of Engineer and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by Engineer regarding the project that is the subject of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

Termination of Services:

This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Engineer under this agreement shall remain the property of the Engineer and may not be used by the Client for any other endeavor without the written consent of the Engineer.

Applicable Laws:

Unless otherwise specified, this agreement shall be governed by the laws of the State of California.