

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<br/>AMOUNT</u> | <u>ADDITIONAL<br/>AMOUNT</u> | <u>REVISED<br/>AMOUNT</u> |
|---|----------------------------|------------------------------|---------------------------|
| <b>Task 1. Research</b>   | <b>\$ 600</b>              | <b>\$ 1,200</b>              | <b>\$ 1,800</b>           |
| Additional coordination/research of site monumentation was required to aid in the vertical and horizontal alignment of the site.  |                            |                              |                           |
| <b>Task 2. Field Surveying</b>  | <b>\$ 13,200</b>           | <b>N/A</b>                   | <b>\$ 13,200</b>          |
| <b>Task 3. Topographic Mapping</b>  | <b>\$ 10,700</b>           | <b>N/A</b>                   | <b>\$ 10,700</b>          |
| <b>Task 4. Precise Grading Plan</b>   | <b>\$ 25,500</b>           | <b>\$ 17,500</b>             | <b>\$ 43,000</b>          |
| 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. |                            |                              |                           |
| <b>Task 5. Sanitary Sewer Design</b>  | <b>\$ 15,000</b>           | <b>\$ 2,200</b>              | <b>\$ 17,200</b>          |
| 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.  |                            |                              |                           |
| <b>Task 6. Specifications</b>   | <b>\$ 3,500</b>            | <b>N/A</b>                   | <b>\$ 3,500</b>           |
| <b>Task 7. Utility Connections</b>  | <b>\$ 10,000</b>           | <b>-\$ 3,380</b>             | <b>\$ 6,620</b>           |
| 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<br/>AMOUNT</u> | <u>ADDITIONAL<br/>AMOUNT</u>                    | <u>REVISED<br/>AMOUNT</u> |
|---|----------------------------|---|---------------------------|
| <b>Task 8. Meetings</b>   | <b>\$ 6,500</b>            | <b>\$ 2,500</b>                                 | <b>\$ 9,000</b>           |
| During the design phase of this project additional meetings were required to coordinate the site features, objectives, and overall design scheme.   |                            |   |                           |
| <b>Task 9. Construction Administration</b>  | <b>\$ 8,000</b>            | <b>\$ 26,000</b>                                | <b>\$ 34,000</b>          |
| 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. |                            |   |                           |
| <b>Task 10. Metal Building Structural Review</b>  | <b>N/A</b>                 | <b>\$ 2,800</b>                                 | <b>\$ 2,800</b>           |
| 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.   |                            |   |                           |
| <b>Contract Fee Totals:</b>   | <b>\$ 93,000</b>           | <b>\$ 48,820</b>                                | <b>\$ 141,820</b>         |
|   |                            | <b>Requested Change Order Amount: \$ 48,820</b> |                           |





**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  
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#### 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.