



FIRST ADDENDUM TO AGREEMENT
BY AND BETWEEN THE
COUNTY OF MARIN AND MILLER PACIFIC ENGINEERING GROUP
DATED JULY 1, 2005

THIS ADDENDUM is made and entered into this ____ day of _____ 200__, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and MILLER PACIFIC ENGINEERING GROUP (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the County and the Contractor entered into an agreement for design, permitting and geotechnical services for the improvement of failing shoreline protection and slope instability at Paradise Beach Park in Tiburon, dated July 2, 2005 ("Agreement"); and

WHEREAS, Sections 4, 14, Exhibit "A" and "B" to the agreement obligated Contractor not exceed the maximum sum of \$20,500, provide services as indicated, and terminate agreement on December 31, 2006; and

WHEREAS, the parties desire to amend the agreement to increase the compensation by \$14,500, to provide Phase V – Construction Services, and to extend the time to provide services to April 30, 2007.

NOW, THEREFORE, the parties agree to modify Sections 4, 14, Exhibit "A" and "B" as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4, "MAXIMUM COST TO COUNTY" is hereby amended to read as follows:
In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$35,000 including direct non-salary expenses.

Section 14, "TIME OF AGREEMENT" is hereby amended to read as follows:
This shall commence on date this agreement is signed, and shall terminate on April 30, 2007.

Exhibit "A" "SERVICES TO BE PROVIDED" is hereby amended to include Phase V to read as follows:

Phase V - Construction Services

- Attend preconstruction meeting
- Review all submittals
- Perform site visit inspections as needed
- Prepare brief summary of observations
- Prepare punch list

Construction related services and testing are included in this agreement.

Exhibit "B" "COMPENSATION OR FEES TO BE PAID" is hereby amended to read as follows:

The contractor shall be paid a total amount not to exceed **\$35,000.00**; each phase shall be paid to a maximum as itemized. Payment shall be made to contractor upon receipt of monthly, itemized invoices in accordance with the fee schedule below.

Phase I	Assessment for ADA Compliance (Time and materials, not to exceed)	\$5,000.00
Phase II	Geotechnical Evaluation and Surveying	\$5,500.00
Phase III	Engineering Design and Preparation of Documents	\$3,000.00
Phase IV	Permitting (Time and materials, not to exceed)	\$7,000.00
Phase V	Construction Management	\$14,500.00

SCHEDULE OF CHARGES PROFESSIONAL ENGINEERING AND GEOLOGICAL CONSULTING SERVICES

Professional and Technical Personnel Hourly Rate

Staff Engineer/Geologist – Level 1-3 .	\$62- \$78
Project Engineer/Geologist – Level 1-3	\$84 -\$98
Senior Engineer/Geologist – Level 1-3	\$106 - \$126
Associate Engineer/Geologist – Level 1-2	\$135 - \$145
Principal	\$170
Project Assistant/Word Processor	\$52
Technician Level 1-2	\$62- \$68
Senior Technician Level 1-2	\$72 - \$78
Field Supervisor	\$85

Other Inside Charges

Mileage.	\$0.60 per mile
Vehicle (Field)	\$9 per hour
Nuclear Density Gage	\$8 per test
Inclinometer	\$150 per day / \$85 per half day
Laser Level	\$50 per day
Sampling Equipment	\$50 per day / \$30 half day

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

MILLER PACIFIC ENGINEERING GROUP:

COUNTY OF MARIN:

By _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

County Counsel