

MODIFICATION NUMBER 4 TO CONTRACT AE20-036

Contract Title: Design Services for VCMC Helipad Replacement

This modification ("Modification No. 4") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and SWA Architects, hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 02/07/2020 for the CONSULTANT to provide a *Feasibility Report for replacement of the helipad at VCMC* with a total contract amount of \$81,975.00, and a contract completion date of 06/30/2020; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 08/10/2020 for the CONSULTANT to provide Schematic Design package for an additional contract amount of \$99,505.00, to extend the CONTRACT completion date to 12/31/2020 ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 01/11/2021 for the CONSULTANT to prepare construction documents, obtain permits, bidding, construction administration and close-out; for an additional contract amount of \$700,713.00, to extend the CONTRACT completion date to 12/31/2022("MODIFICATION NO. 2"); and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 03/20/2023 for the CONSULTANT to cover the new requirements from HCAI on documentation preparation, processing, and approvals of Non-Material Alterations (NMA's) of the project RFI's and to provide design changes to the roof duct work to accommodate future projects duct work on Fainer building roof, and additional time needed for CA services; for an additional contract amount of \$69,011.00, to extend the CONTRACT completion date to 09/30/2023 ("MODIFICATION NO. 3"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to revise the stair #1 design and also include design services to add new kick plate, handrail extension, and modification to safety netting along the new handrail location for the helipad ramp; and

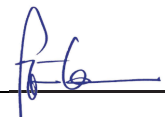
WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$74,409.00, for a new total contract amount of \$844,133.00, and extend the contract completion date to 03/30/2024;

NOW THEREFORE, the parties hereto agree as follows:

1. All provisions of the Contract, including all previous modifications, shall remain in full force and effect unless expressly modified by this Modification No. 4
2. Exhibit A (Scope of Work and Services) is modified as follows:
Replace Exhibit A with the attached Modification No. 4 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with the attached Modification No. 4 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with the attached Modification No. 4 Exhibit C.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION.

FOR CONSULTANT

Name:  11/27/2023
Date

Title: Sr. Principal | President

FOR AGENCY:

Name:  11/28/23
Director of Public Works Agency Date

EXHIBIT A - SCOPE OF WORK AND SERVICES
(Changes in Bold/Italic)

1. Overview of Services and Project

AGENCY has engaged CONSULTANT to provide the following services, which are more specifically described in the Basic Services section below, to assist AGENCY with the following project:

Architectural and engineering services for the planning, design, permitting, and construction support of a new helipad to replace the existing helipad on the roof of the South Tower (Fainer bldg.) at the Ventura County Medical Center.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Feasibility Study and Conceptual Design

- a. Review existing conditions, geotechnical reports, and as-built drawings.
- b. Field survey of existing helipad roof top conditions and prepare AutoCAD base files.
- c. Review and evaluation of the current applicable codes, including but not limited to Fire, Life & Safety codes for path of egress from the roof and helipad.
- d. Prepare helipad design and calculations to support use of a County of Ventura Firehawk helicopter on roof of South Tower (existing helipad location).
- e. Review of existing structural, mechanical, and electrical systems and evaluation of the modifications required to the existing building due to the new helipad design.
- f. Prepare summary and exhibits of the scope of work needed in the spaces/areas impacted based on the design team's findings.
- g. Coordinate with consultants and all Authorities Having Jurisdiction (AHJ).
- h. Prepare Conceptual Design drawings of new helipad for preliminary submittal to AHJ's.
- i. Perform a Preliminary OSHPD submittal for their review and approval of the Conceptual Design.
- j. Perform a Preliminary Caltrans submittal for their review and approval of the Conceptual Design.
- k. Perform a Preliminary FAA submittal for their review and approval of the Conceptual Design.
- l. Provide a Rough Order Magnitude (ROM) project cost estimate based on the approved Conceptual Design.
- m. Assemble a Feasibility document with recommendations for the modifications needed to the existing building in order to accommodate a new code compliant helipad, its access/egress on the roof, and the effected mechanical, electrical, structural, and architectural systems.

Deliverables

1. Roof Survey (PDF and AutoCAD files)
2. Preliminary OSHPD submittal, their review comments, and OSHPD approval of the Conceptual Design.
3. Preliminary Caltrans submittal, their review comments, and Caltrans approval of the Conceptual Design.
4. Preliminary FAA submittal, their review comments, and FAA approval of the Conceptual Design.
5. ROM Cost Estimate.

6. Feasibility Document; Color, Spiral Bound (6 hard copies and a searchable PDF document).

Task 2 – Schematic Design

- a. Field verify and survey the roof and 4th floor for any obstructions and to document stairwell transition from inside to outside.
- b. Coordinate with Federal, State and Local jurisdictions (AHJ's) on helipad replacement design and what will be required for future submittal packages.
- c. Coordinate with Consultants/Design Team for drawings and exhibits.
- d. Prepare Schematic Design Drawings that shall include critical dimensions and specific items for demolition and construction. Drawings shall include but not be limited to plans for the following: Exiting, Demolition, Floor Plans, Reflected Ceiling Plans, Sections, Elevations, Structural, Mechanical, Electrical, Plumbing, and Fire & Life Safety.
- e. Review and evaluate Fire Alarm and Fire Suppression systems and prepare preliminary plans to modify the existing system as necessary for the proposed helipad layout and building modifications.
- f. Prepare a preliminary Heliport Layout Plan showing the Transitional Surface Profile, Approach/Departure Profile, Vicinity Map, Helipad Plan, Heliport Data, and Obstacles.
- g. Provide AGENCY with specific scope for sign-off on Schematic Design.
- h. Prepare a construction cost estimate based on the schematic design package.

Deliverables

1. Updated Roof Survey (PDF and AutoCAD files)
2. Schematic Design Drawings package (PDF and AutoCAD files)
3. Cost Estimate for Construction (PDF and Excel files)

Task 3 – Design Development

- a. Perform job site visits as necessary.
- b. Prepare Design Development plans to include Architectural, Structural, Mechanical, Electrical, Plumbing, Fire Life Safety & Fire Sprinklers plans.
- c. Revise design based on AGENCY review comments.
- d. Prepare a construction cost estimate based on the Design Development package.
- e. Update the Project Schedule.
- f. Perform quality, cost, and schedule control review.

Deliverables

1. AGENCY approved Design Development Plans (PDF and AutoCAD files)
2. AGENCY approved Design Development Specifications (PDF and WORD files)
3. Design Development construction cost estimate (PDF and Excel files)
4. Update project schedule.
5. Detailed meeting minutes and notes.

Task 4 – Construction Documents

Prepare Construction Documents and obtain all permit approvals.

- a. Prepare full set of 100% complete Construction Documents for plan check submittal.
- b. Prepare and submit package for OSHPD's review and approval.
- c. Respond to OSHPD back check comments as necessary to obtain permit approval.
- d. Prepare Construction Specifications. Coordinate with the AGENCY for front end requirements and Division 1 language.
- e. Provide Testing and Inspections Overview forms/documents for the project.
- g. Prepare a construction cost estimate based on the Construction Documents.
- f. Prepare and submit all documents necessary for FAA review and approval.
- g. Prepare and submit all documents necessary for Caltrans review and approval.
- h. Prepare response and update drawings based on review comments by FAA & Caltrans.

Deliverables

1. AGENCY approved Construction Drawings (PDF and .dwg files)
2. AGENCY approved Specifications.
3. AGENCY approved Cost Estimate (PDF and Excel files)
4. All permits as necessary.

Task 5 – Bid Support

- a. Attend Pre-Bid meeting.
- b. Prepare responses to questions and information during bidding phase.
- c. Prepare Addenda as necessary.
- d. Assist with Bid review and analysis.
- e. Prepare conforming documents encompassing changes made during bidding.

Deliverables

1. Responses to Bid RFI, substitution request, and Bid Addenda as necessary.
2. Conformed set of Plans and Specifications with Addenda incorporated.

Task 6 – Construction Administration & Project Close-Out

- a. Attend preconstruction meeting.
- b. Review and prepare responses to Requests for Information during construction.
- c. Attend on-site progress meetings and provide feedback on meeting minutes.
- d. Review and provide approval recommendations on submittals.
- e. Review verified field reports.
- f. Process deferred approval documents with OSHPD.
- g. Process OSHPD ACDs.
- h. Review Shop Drawings.
- i. Review and provide recommendations on Change Order Requests.

- j. Review and provide recommendations on Contractor's requests for payment.
- k. Perform periodic site visits, commensurate with the progress of the work, and provide reports and recommendations to the owner.
- l. Review and inspect the project at substantial completion and prepare a punch list of items requiring correction prior to project acceptance.
- m. Review contractor red-line drawings and prepare record drawings of as-built conditions
- n. Prepare and submit closeout documentation.
- o. Prepare Closeout documentation with OSHPD.
- p. Prepare, process and documents for Non-Material Alteration Documentation (NMA's), on RFI's and submittals.
- q. Provide assistance to the contractor's team on NMA's and ACD items.
- r. Perform additional site visits & construction administration work for the extended construction schedule.
- s. Review the Agency proposed mechanical duct revisions on the Fainer roof. Revise the Helipad roof ductwork drawing to accommodate the other project needs in future. Submit an ACD as necessary for the changes.
- t. Revise the construction documents to keep the existing stairs in Stair #1 and make this an "exterior" stairwell all the way down to the bottom level. Submit AMC (Alternate Method of Compliance) application to HCAI review along with revised drawings for approval with an Amended Construction Document (ACD) as necessary for the changes.***
- u. Provide design for railing extensions and toe kick addition on the helipad ramp. Submit plans for HCAI review as NMA.***

Deliverables

- 1. Recommendations as noted above. ACD as necessary.
- 2. Punch list.
- 3. Record Drawings.
- 4. NMA documents.

Task 7 – Aviation Noise Study

Written approval is required from AGENCY prior to proceeding with this Task.

- a. Prepare draft Aviation Noise Study report for review.
- b. Revise per comments. Prepare a Final Aviation Noise Study

Deliverables

- 1. AGENCY approved Draft and Final Aviation Noise Study report.

Task 8 – Non-OSHPD Entitlements

- a. Coordinate with all Federal & State (AHJ's) for submittal review and approvals.

Deliverables

1. Approvals and permits from FAA & Caltrans.

3. Extra Services

Extra Services are separate from but related to the Basic Services described above. Extra Services shall be performed by CONSULTANT only after being authorized in writing by the Project Manager for AGENCY. AGENCY's written authorization will include a statement of the Extra Services required and time schedule for completion. CONSULTANT's billing and AGENCY's payment for Extra Services shall occur pursuant to Exhibit C.

4. County Services

AGENCY will provide or accomplish the following:

1. Full information as to the requirements of the services to be provided by CONSULTANT under the contract.
2. Review documents submitted by CONSULTANT and provide comments, direction, or approval as needed in a timely manner.
3. Existing as-built drawings and geotechnical reports as available.

End of Exhibit A

EXHIBIT B - TIME SCHEDULE
(Changes in Bold/Italic)

1. Schedule

All Work on this contract shall be completed by **3/30/2024**.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

| Task | Description | Due Date |
|-------------|---|------------------|
| 1 | Feasibility Study and Conceptual Design | Completed |
| 2 | Schematic Design | Completed |
| 3 | Design Development | Completed |
| 4 | Construction Documents | Completed |
| 5 | Bid Support | 10/01/2021 |
| 6 | Construction Administration & Project Close-Out | 2/29/2023 |
| 7 | Aviation Noise Study | Completed |
| 8 | Non-OSHDPD Entitlements | Completed |

2. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fee for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a modification to this contract.

End of Exhibit B

EXHIBIT C – Fees and Payments
(Changes in Bold/Italic)

1. Compensation Summary

The following summarizes the maximum amount of compensation available to CONSULTANT under this contract. The actual amount of compensation shall be established and paid in accordance with the applicable provisions of the contract including this Exhibit C.

| | |
|-------------------------------------|---------------------------------|
| Maximum Fees for Basic Services: | \$ <u>820,883.00</u> |
| Maximum Fees for Extra Services: | \$ <u>0.00</u> |
| Maximum Reimbursement for Expenses: | \$ <u>23,250.00</u> |
| Total Amount Not to Exceed: | \$ <u>844,133.00</u> |

2. Fees for Basic Services

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

☒ **a fixed fee compensation, in the lump sum amount of \$ 721,378.00, for completion of the following Basic Services:**

Task Table

| Task | Description | Lump Sum |
|--------------|---|----------------------|
| 1 | Feasibility Study and Conceptual Design | \$ 75,975.00 |
| 3 | Design Development | \$ 128,450.00 |
| 4 | Construction Documents | \$ 227,980.00 |
| 5 | Bid Support | \$ 10,678.00 |
| 6 | Construction Administration & Project Close-Out | \$ 242,170.00 |
| 7 | Aviation Noise Study | \$ 16,715.00 |
| 8 | Non-OSHDPD Entitlements | \$ 19,410.00 |
| Total | | \$ 721,378.00 |

AGENCY agrees to pay CONSULTANT the following fees for Basic Services:

☒ an hourly rate compensation, for actual hours of Basic Services performed that is based upon the hourly rates set forth in the following Rate Table, which rates shall remain fixed for the duration of the contract, not to exceed the maximum fee amount of a \$ 99,505.00. The maximum fees for the respective tasks identified in Exhibit A as well as the total maximum fee amount are shown in the below Task Table. In no case shall a fee for a specific task exceed that listed below without prior written approval by AGENCY. Rates to be charged are identified in the Rate Table listed below.

Task Table

| Task | Description | Maximum Fee |
|--------------|--------------------|---------------------|
| 2 | Schematic Design | \$ 99,505.00 |
| Total | | \$ 99,505.00 |

MODIFICATION NUMBER 04 TO CONTRACT AE20-036

Rate Table

| Item | Position/Equipment | Unit | Regular ¹ | Prevailing ² | Travel ³ |
|--|---------------------------------------|------|----------------------|-------------------------|---------------------|
| SWA ARCHITECTS (Architectural) | | | | | |
| | Sr. Principal | HR | 250 | n/a | Yes |
| | Principal | HR | 215 | n/a | Yes |
| | Sr. Associate | HR | 210 | n/a | Yes |
| | Associate | HR | 200 | n/a | Yes |
| | Sr. Project Manager | HR | 190 | n/a | Yes |
| | Project Manager | HR | 170 | n/a | Yes |
| | Sr. Project Designer | HR | 190 | n/a | Yes |
| | Project Designer | HR | 135 | n/a | Yes |
| | Job Captain | HR | 115 | n/a | Yes |
| | Project Architect | HR | 160 | n/a | Yes |
| | CADD Job Captain | HR | 125 | n/a | No |
| | CADD Operator | HR | 90 | n/a | No |
| | Administrator | HR | 80 | n/a | No |
| JOHN A. MARTIN & ASSOCIATES (Structural) | | | | | |
| | Principal/Partner | HR | 265 | n/a | Yes |
| | Project Director | HR | 235 | n/a | Yes |
| | Associate Principal | HR | 200 | n/a | Yes |
| | Project Manager/Sr. Project Manager | HR | 185 | n/a | Yes |
| | Project Engineer/Sr. Project Engineer | HR | 150 | n/a | Yes |
| | Project Designer | HR | 135 | n/a | Yes |
| | BIM Manager | HR | 185 | n/a | No |
| | BIM/Technical Supervisor | HR | 150 | n/a | No |
| | BIM/Technical Coordinator | HR | 115 | n/a | No |
| | Technical Staff Support | HR | 95 | n/a | No |
| IMEG CORP (MEP) | | | | | |
| | Principal | HR | 195 | n/a | Yes |
| | Senior Engineer | HR | 135 | n/a | Yes |
| | Senior Designer | HR | 105 | n/a | No |
| | Drafting Lead | HR | 100 | n/a | No |
| HELIPLANNERS (Aviation/Heliport Consultant) | | | | | |
| | Principal | HR | 375 | n/a | Yes |
| | Aviation Planner | HR | 205 | n/a | Yes |
| | CAD Technician | HR | 175 | n/a | No |
| | Assistant Aviation Planner | HR | 110 | n/a | No |
| | Clerical | HR | 60 | n/a | No |
| COFFMAN ENGINEERS (Fire Protection) | | | | | |
| | Discipline Manager | HR | 220 | n/a | No |
| | Engineer | HR | 140 | n/a | No |
| FEC HELIPORTS (Heliport Designer/Manufacturer) | | | | | |
| | Design Engineer | HR | 125 | n/a | Yes |

MODIFICATION NUMBER 04 TO CONTRACT AE20-036

| Item | Position/Equipment | Unit | Regular ¹ | Prevailing ² | Travel ³ |
|---|---------------------------------|------|----------------------|-------------------------|---------------------|
| C.P. O'HALLORAN ASSOCIATES (Cost Estimator) | | | | | |
| | Principal Cost Estimator | HR | 215 | n/a | No |
| | Senior Associate Cost Estimator | HR | 165 | n/a | No |
| | Project Cost Estimator | HR | 135 | n/a | No |
| | Assistant Estimator | HR | 115 | n/a | No |
| AWC West (Specifications) | | | | | |
| | Principal | HR | 175 | n/a | No |

- Notes: 1) The Regular rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.
- 2) The Prevailing rates shown include all routine general and administrative expenses including but not limited to phone calls, travel within Ventura County (see note 3), incidental photocopying, and office equipment unless otherwise expressly listed in the Rate Table above.
- 3) The word "Yes" in the Travel column above indicates that reimbursement for travel within Ventura County is authorized for the position described by that item.

3. Fees for Extra Services

For Extra Services authorized in writing in advance by AGENCY in accordance with Exhibit A, AGENCY agrees to pay CONSULTANT an **hourly rate** compensation for actual hours of Extra Services performed that is based upon the hourly rates set forth in the Rate Table for Basic Services above or, if none, then based upon the hourly rates set forth in the following Rate Table for Extra Services, which rates shall remain fixed for the duration of the contract, not to exceed the **maximum fee amount of \$ 0.00**.

4. Delays

If Work cannot be completed by the dates specified in Exhibit B through no fault of CONSULTANT, the fees for the Work not then completed may be adjusted to reflect increases in cost which occur, due to delay, from the date that the Work was required to be complete as specified in Exhibit B until the time the Work can actually be completed. Any payment of an additional fee as described in this paragraph must be authorized by AGENCY with a written modification to this contract.

5. Reimbursable Expenses

CONSULTANT shall be reimbursed a sum for the following reasonable out-of-pocket expenses that are incurred and paid for by CONSULTANT in furtherance of performance of its obligations under this contract, but only to the extent that such expenses are directly related to CONSULTANT's services hereunder and do not exceed the **maximum reimbursable amount of \$ 23,250.00**:

- (i) Outside printing directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants;
- (ii) Reproduction or reprographic costs directly related to deliverables but not for internal uses of CONSULTANT or its Subconsultants. If CONSULTANT provides allowable reprographic services using its own equipment rather than using an outside service, the unit billing rates for such charges must be approved in advance by AGENCY;
- (iii) Shipping, overnight mail, postage, messenger, courier and/or delivery services (but not for CONSULTANT's internal communications);
- (iv) Only if authorized in writing in advance by AGENCY, reimbursement for business travel for the specific position descriptions so identified in the Rate Tables for Basic Services or Extra Services set forth above. AGENCY shall reimburse CONSULTANT for transportation, lodging, and meal expenses consistent with the policies and amounts approved for County employees as defined by policy number Chapter VII(C)-

1, *Reimbursement of Employees County Business Expenses*, in the County's Administrative Policy Manual (latest edition);

(v) Only if authorized in writing in advance by AGENCY, fees and costs for Subconsultant services that are not included in the Rate Tables for Basic Services or Extra Services set forth above.

Exclusive List. The list of reimbursable expenses set forth above is the sole and exclusive list of reimbursable expenses that CONSULTANT is entitled to receive.

Approval Limits. Any reimbursable expense wherein a single item exceeds \$500 in value, whether purchased or leased, must be approved in writing in advance by AGENCY.

No Administrative Charge or Mark-Ups. The reimbursement provided for herein shall not include an administrative charge, multiplier or other mark-up by CONSULTANT unless authorized in writing, in advance, by AGENCY.

No Reimbursement for Specified Basic Services Paid for by a Fixed Fee. Notwithstanding the above, expenses related to Basic Services specified in Exhibit B are not reimbursable if CONSULTANT is compensated for Basic Services by a fixed fee.

6. Payment

AGENCY shall make payments to CONSULTANT under the contract as follows:

Requests for Payment

To request payment, CONSULTANT shall complete and submit to AGENCY a Consultant Services Invoice Form that shall include, at a minimum, (i) personnel time records for Basic Services and Extra Services actually performed at the rates specified in this Exhibit C, ***or the completed task for which payment of the fixed fee provided for in this Exhibit C is requested, as applicable***, and (ii) receipts for all authorized reimbursable expense, along with the written AGENCY authorization for any specific reimbursable expenses requested for payment, if required above.

When invoicing for Extra Services, CONSULTANT shall clearly mark on the Invoice Form which services are Extra Services and keep those services separate from or Basic Services and shall include a copy of the written AGENCY authorization for the Extra Services for which payment is requested.

CONSULTANT shall submit all invoices to:

PWA.consultantinvoices@ventura.org

Payment Schedule

Payments shall be made by AGENCY upon presentation of a properly completed AGENCY Invoice Form as described above. Payments based on an hourly rate compensation shall be made monthly.

Timely Invoicing

Timely invoicing by CONSULTANT is required. Delays in invoicing for services performed increases the management effort required by AGENCY to ensure accurate payments to CONSULTANT and manage project budgets. Accordingly, CONSULTANT shall submit a properly completed invoice no later than 60 calendar days after the services which are the subject of the invoice were performed. An invoice received by AGENCY more than 60 calendar days after the services were performed shall be reduced by 5% to compensate AGENCY for the additional management costs. Additionally, since increases in administrative costs and budgetary problems caused by late invoicing correlate to the length of delay in invoicing, there will be an additional 5% reduction in compensation for each additional 30-calendar-day period beyond 60 days between the date the services were performed and the submission of the invoice for those services.

CONSULTANT shall submit a final invoice form within 60 days of the earliest of the following events: 1) completion and acceptance by AGENCY of all Work required by the contract; or 2) termination of the contract.

End of Exhibit C