

MODIFICATION NUMBER 02 TO CONTRACT AE24-016

Contract Title: Ojai Valley Trail Maintenance Design & Construction Administration

This modification ("Modification No. 2") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Origins Engineering Co., hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on October 9, 2023 for the CONSULTANT to provide design for maintenance improvements to the Ojai Vallet Trail with a total contract amount not to exceed \$194,580.00, and a contract completion date of March 31, 2024; and

WHEREAS, AGENCY and CONSULTANT entered into a written modification to CONTRACT on 05/20/2024 to extend the CONTRACT completion date to 12/31/2024 ("MODIFICATION NO. 1"); and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to include additional design for a 3.6 mile portion of the trail within the City of Ventura jurisdiction and to provide construction administration support; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$59,990.00, for a new total contract amount of \$254,570.00;

NOW THEREFORE, the parties hereto agree as follows:

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

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

FOR CONSULTANT

Name: _____ Date _____

Title: _____

FOR AGENCY:

Name: _____ Date _____
Director of Public Works Agency

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:

Maintenance improvements to the Ojai Valley Trail including new pavement, base repair, rebuild fencing, and small retaining walls. Extents are from the north terminus at Soule Park Golfe Course to the south ending at Foster Park.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Management

- a. Coordinate and facilitate kick-off and design review meetings.
- b. Develop project schedule. Update as necessary.
- c. Perform quality, costs, and schedule control review

Deliverables

- 1) Project Schedule, Meeting Agendas and Minutes

Task 2 – Schematic Design

- a. Review the available record drawing
- b. Coordinate with County Surveyor for requested ground topography data
- c. Perform field investigations to observe and document existing conditions
- d. Prepare Schematic Design drawings
- e. Prepare preliminary rough order of magnitude cost estimate

Deliverables

- 1) AGENCY Approved Schematic Design Drawings (digital .pdf copy)
- 2) Preliminary Rough Order of Magnitude Cost Estimate

Task 3 – Traffic Safety Evaluation

- a. Conduct traffic safety evaluations at specific locations as directed by AGENCY
- b. Review collision records, police reports, and safety complaints
- c. Perform field investigations to observe and document existing conditions
- d. Prepare a report summarize findings along with recommendations for signage enhancements and potential safety improvements

Deliverables

- 1) AGENCY Approved Traffic Safety Evaluation Report (digital .pdf copy)

Task 4 – Construction Documents

The current direction is that Construction will be performed by the County using Job Order Contracting. As this is just a maintenance/repair project, it is assumed that the construction documents will not need plan check review or approval. If required, the Authority Having Jurisdiction for this project is the County of Ventura Resource Management Agency.

- a. Prepare design drawings
- b. Prepare rough order of magnitude cost estimate based on design drawings
- c. Respond to AGENCY review comments on the design drawings
- d. Prepare Construction Documents
- e. Update cost estimate as necessary
- f. ***Prepare design drawings and Construction Documents, for an approximately 3.6 mile stretch of the Ojai Valley Trail within the City of Ventura Jurisdiction from Foster Park to the extents of the previous Ventura River Trail Improvement project near Potawatomi Street. Plans will be similar to those prepared previously.***

Deliverables

- 1) AGENCY Approved Construction Drawings (digital .pdf copy)
- 2) Cost Estimate

Task 5 – Construction Administration

- a. ***Attend meetings, as requested by AGENCY***
- b. ***Review and respond to contractor Requests for Information***
- c. ***Review and respond to contractor submittals***
- d. ***Prepare record drawings at the completion of construction***

Deliverables

- 1) ***AGENCY Approved As-Built Drawings (.dwg and .pdf files)***

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. Available record drawings.

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by 12/30/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Management	3/31/2024
2	Schematic Design	11/30/2023
3	Traffic Safety Evaluation	11/30/2023
4	Construction Documents	3/31/2024
5	Construction Administration	<i>12/30/2024</i>

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>\$ 254,570.00</u>
Maximum Fees for Extra Services:	\$ <u>0.00</u>
Maximum Reimbursement for Expenses:	\$ <u>0.00</u>
Total Amount Not to Exceed:	<u>\$ 254,570.00</u>

2. Fees for Basic Services

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 \$254,570.00**. 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.

Rate Table

Item	Position	Unit	Regular ¹	Prevailing ²	Travel ³
Origins Engineering					
1	Principal Engineer	HR	\$ 250.00	n/a	No
2	Lead Engineer	HR	\$ 240.00	n/a	No
3	Senior Project Engineer	HR	\$ 220.00	n/a	No
4	Project Engineer	HR	\$ 200.00	n/a	No
5	Associate Engineer	HR	\$ 175.00	n/a	No
6	Assistant Engineer	HR	\$ 150.00	n/a	No
7	CAD Manager	HR	\$ 175.00	n/a	No
8	Senior Technician	HR	\$ 145.00	n/a	No
9	Engineering Technician	HR	\$ 115.00	n/a	No
LSY Enterprise					
10	Principal-in-Charge	HR	\$ 205.00	n/a	No
11	Project Manager	HR	\$ 195.00	n/a	No
12	Traffic/Civil Engineer	HR	\$ 195.00	n/a	No
13	Engineering Technician	HR	\$ 115.00	n/a	No
14	Administration	HR	\$ 90.00	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.

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Task Table

Task	Description	Lump Sum
1	Management	\$ 16,700.00
2	Schematic Design	\$ 51,870.00
3	Traffic Safety Evaluation	\$ 13,155.00
4	Construction Documents	\$ 148,225.00
5	Construction Administration	\$ 24,620.00
Total		\$ 254,570.00

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 \$0.00**:

(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. These Subconsultant services shall include drilling and laboratory testing

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

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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 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