

MODIFICATION NUMBER 1 TO CONTRACT AE24-024

Contract Title: Nyeland Acres Park Design and Construction Services

This modification ("Modification No. 1") is made and entered into by and between the County of Ventura, hereinafter referred to as AGENCY, and Roesling Nakamura Terada Architects, hereinafter referred to as CONSULTANT.

WHEREAS, there now exists a binding contract between AGENCY and CONSULTANT ("CONTRACT") originally entered into on 11/20/2023 for the CONSULTANT to provide design services to analyze the park and develop programming, needs assessment, and a layout for the building replacement and park modifications with a total contract amount of \$138,956.00, and a contract completion date of 02/28/2024; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to provide water service coordination; and

WHEREAS, AGENCY and CONSULTANT desire to modify the terms of the Contract to increase the maximum fees for Basic Services by \$13,425.00, for a new total contract amount of \$152,381.00, and extend the contract completion date to 09/30/2024;

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. 1
2. Exhibit A (Scope of Work and Services) is modified as follows:
Replace Exhibit A with the attached Modification No. 1 Exhibit A.
3. Exhibit B (Time Schedule) is modified as follows:
Replace Exhibit B with the attached Modification No. 1 Exhibit B.
4. Exhibit C (Fees and Payment) is modified as follows:
Replace Exhibit C with the attached Modification No. 1 Exhibit C.

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

FOR CONSULTANT

Name: Christopher Bradbury  06/05/2024
Title: Chief Financial Officer _____ Date

FOR AGENCY:

Name:  06-06-2024
Deputy Purchasing Agent _____ 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:

The Nyeland Acres Park and Community Center Project is to replace the community center building and to reconfigure the park and parking lot.

2. Basic Services

The following Basic Services shall be performed by CONSULTANT:

Task 1 – Needs Assessment/ Conceptual Design

- a. Meet with the AGENCY to review initial concept diagrams, needs, and program requirements.
- b. Investigate the site including review of existing utilities and review topographic survey.
- c. Draft existing site information into CAD program.
- d. Assist with community meetings.
- e. Produce color exhibits for community meetings.
- f. Produce a Needs Assessment.
- g. Identify site and project opportunities and constraints.
- h. Prepare conceptual design plans for the site and building.
- i. Meet with the AGENCY for concept design review.
- j. Manage subconsultants.
- k. Incorporate or respond to AGENCY review comments.
- l. Provide rough order of magnitude cost estimate for conceptual site plans.
- m. Review code issues.

Deliverables

1. Needs Assessment Report.
2. Exhibit materials for community outreach.
3. Conceptual design plans incorporating AGENCY review comment.
4. Cost estimate for conceptual building, site, and landscape elements.

Task 2 – Water Service Coordination

- a. Research existing City of Oxnard water facilities nearest to the park.*
- b. Prepare preliminary layouts of possible water line alignments.*
- c. Perform a site visit to identify conflicts and site constraints to be addressed during design.*
- d. Coordinate with existing water purveyor and Calleguas Municipal Water District to determine required process of switching water purveyors.*
- e. Provide civil engineering input related to cost estimates for proposed improvements.*
- f. Prepare memo with calculations and exhibits for review by City staff of proposed water main extensions.*
- g. Coordinate fire flow, potable water & irrigation requirements with Architect and Ventura County Fire Department.*
- h. Coordinate fire flow test to be done by others.*
- i. Attend up to three review meetings with design team, City staff and County staff.*

Deliverables

- 1. Preliminary layouts of possible water line alignments.*
- 2. Memo with calculations and exhibits of proposed water main extensions.*

Task 3 – Schematic Design- TBD

Task 4 – Design Development -TBD

Task 5 – Construction Documents -TBD

Task 6 – Bid Support - TBD

Task 7 – Construction Administration - TBD

Task 8 – Project Close-Out – TBD

Tasks **3-8** will be further specified in a contract modification after Task 1 **and 2 are** complete.

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. AGENCY will provide the topographic survey.
4. AGENCY will provide the geotechnical report.
5. ***AGENCY will provide and coordinate access to and around the site for the designers.***

End of Exhibit A

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

1. Schedule

All Work on this contract shall be completed by 9/30/2024.

CONSULTANT shall complete intermediate tasks as follows:

Task Table

Task	Description	Due Date
1	Needs Assessment/ Conceptual Design	6/30/2024
2	<i>Water Service Coordination</i>	9/30/2024
3	Schematic Design	TBD
4	Design Development	TBD
5	Construction Documents	TBD
6	Bid Support	TBD
7	Construction Administration	TBD
8	Project Close-Out	TBD

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>149,381.00</u>
Maximum Fees for Extra Services:	\$ <u>0.00</u>
Maximum Reimbursement for Expenses:	\$ <u>\$3,000.00</u>
 Total Amount Not to Exceed:	 \$ <u>152,381.00</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 \$149,381.00**. 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.

MODIFICATION NUMBER 01 TO AE24-024

Rate Table

Item	Position/Equipment	Unit	Regular ¹	Prevailing ²	Travel ³
Roesling Nakamura Terada Architect (RNT)					
	Principal Designer	HR	\$325	n/a	No
	Principal Architect	HR	\$285	n/a	No
	Principal Project Manager	HR	\$285	n/a	No
	Associate/ Project Manager	HR	\$245	n/a	No
	Project Architect	HR	\$210	n/a	No
	Interior Designer	HR	\$190	n/a	No
	Designer	HR	\$190	n/a	No
	Draftsperson	HR	\$160	n/a	No
	Junior Draftsperson	HR	\$140	n/a	No
	Clerical	HR	\$100	n/a	No
ECG- Civil Engineering					
	Principal Engineer II	HR	\$230	n/a	No
	Principal Engineer I	HR	\$210	n/a	No
	Senior Engineer II	HR	\$190	n/a	No
	Senior Engineer I	HR	\$175	n/a	No
	Associate Engineer	HR	\$160	n/a	No
	Assistant Engineer II	HR	\$135	n/a	No
	Assistant Engineer I	HR	\$120	n/a	No
	Senior Designer	HR	\$135	n/a	No
	Designer	HR	\$95	n/a	No
Pacific Coast Land Design (Landscape Arch.)					
	Principal	HR	\$190	n/a	No
	Senior Associate	HR	\$165	n/a	No
	Associate	HR	\$130	n/a	No
	Landscape Designer	HR	\$110	n/a	No
Jacobus & Yuang – Cost Consultant					
	Principal	HR	\$197	n/a	No
	Senior Estimator	HR	\$134	n/a	No
	Estimator	HR	\$98	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.

Task Table/

Task	Description	Maximum Fee
1	Needs Assessment/ Conceptual Design	\$135,956.00
2	Water Service Coordination	\$13,425.00
3	Schematic Design	TBD
4	Design Development	TBD
5	Construction Documents	TBD

MODIFICATION NUMBER 01 TO AE24-024

Task	Description	Maximum Fee
6	Bid Support	TBD
7	Construction Administration	TBD
8	Project Close-Out	TBD
Total		\$149,381.00

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 \$3,000.00:**

(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

MODIFICATION NUMBER 01 TO AE24-024

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@venutra.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